

# Agenda



## County of Inyo Board of Supervisors

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

**NOTICE TO THE PUBLIC:** This meeting is accessible to the public both in person and via Zoom webinar. Individual Board members may participate remotely in accordance with applicable open meeting law requirements. In-person meetings will be conducted in accordance with local and State Department of Public Health orders and guidance and requirements of the California Division of Occupational Safety and Health (CalOSHA).

The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. 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 unable to attend the Board meeting in person who wishes 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](mailto: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.

### August 16, 2022 - 8:30 A.M.

1. **PUBLIC COMMENT ON CLOSED SESSION ITEM(S)** (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** – Name of case: *Inyo County v. Los Angeles Department of Water and Power*, Kern County Superior Court Case Nos. BCV-18-101260-TSC, BCV-18-101261-TSC, and BCV-18-101262-TSC.
3. **CONFERENCE WITH COUNTY'S LABOR NEGOTIATORS – Pursuant to Government Code §54957.6** – Regarding employee organizations: Deputy Sheriff's Association (DSA); Elected Officials Assistant Association (EOAA); Inyo County Correctional Officers Association (ICCOA); Inyo County Employees Association (ICEA); Inyo County Probation Peace Officers Association (ICPPOA); IHSS Workers; Law Enforcement Administrators' Association (LEAA). Unrepresented employees: all County designated representatives – Administrative Officer Leslie Chapman, Assistant County Administrators Sue Dishion and Meaghan McCamman, Deputy Personnel Director Keri Oney, County Counsel John-Carl Vallejo, Health and Human Services Director Marilyn Mann, and Chief Probation Officer Jeff Thomson.

4. **PUBLIC EMPLOYMENT – Pursuant to Government Code §54957** – Title: County Administrator.
5. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION – Pursuant to Government Code §54957** – Title: County Administrator.

**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.)

6. **PLEDGE OF ALLEGIANCE**
7. **REPORT ON CLOSED SESSION AS REQUIRED BY LAW**
8. **PUBLIC COMMENT** (Comments may be time-limited)
9. **COUNTY DEPARTMENT REPORTS**
10. **INTRODUCTIONS** - The following new employees will be introduced to the Board: Ann Harrison, Office Tech III, Information Services; Sara Alden, Integrated Case Worker, Gustavo Ortiz, Bilingual Clerk, and Alexeya Williams, Prevention Specialist, HHS.

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

11. **Health & Human Services - Behavioral Health** - Request Board ratify and approve the Subcontract Agreement between the County of Inyo and Advocates for Human Potential of Sudbury, MA in the amount of \$150,000 for the period of January 3, 2022 through December 31, 2022, contingent upon the Board’s approval of the Fiscal Year 2022-2023 Budget, and authorize the HHS Director to sign the Subcontractor Agreement, Certificate Regarding Lobbying, and Subcontractor Certification.
12. **Health & Human Services - Behavioral Health** - Request Board ratify and approve the performance contract between the County of Inyo and the State of California Department of Healthcare Services for the provision of county mental health services for the period of July 1, 2022 through June 30, 2027, and authorize the Health and Human Services Director to sign.
13. **Health & Human Services - Behavioral Health** - Request Board approval to pay County Behavioral Health Directors Association (CBHDA) membership dues for Fiscal Year 2022-2023 in an amount not to exceed \$19,301, contingent upon the Board’s adoption of the FY 2022-2023 Budget.
14. **Health & Human Services - Behavioral Health** - Request Board: A) declare the County of Nevada a sole-source contractor for rural crisis triage services; B) ratify and approve the agreement between the County of Inyo and County of Nevada Department of Behavioral Health, a political subdivision of the State of California, for the provision of Telephone Triage Services in an amount not to exceed \$34,500 for the period of July 1, 2022 through June 30, 2023, contingent upon the Board’s approval of the Fiscal Year 2022-2023 Budget; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.
15. **Public Works - Recycling & Waste Management** - Request Board authorize the Inyo County Recycling and Waste Management Program to close the Independence,

Lone Pine, and Bishop-Sunland landfills on the following holidays: Christmas Day, December 25, 2022 and New Year's Day, January 1, 2023.

16. **Public Works - Recycling & Waste Management** - Request Board: A) approve the contract between the County of Inyo and BSE General Engineering, Inc. of Descanso, CA, as a sole-source provider, for the provision of the Gas Extraction Well Equipment Project in an amount not to exceed \$47,604.05 for the period of August 17, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, B) authorize the Board Chairperson to sign the contract, contingent on all appropriate signatures being obtained; and C) authorize the Public Works Director to sign all other contract documents, including change orders, to the extent permitted pursuant to Section 20142 of the Public Contract Code and other applicable law.

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

17. **County Administrator - Emergency Services** - Request Board proclaim the existence of a Local Emergency and request the Governor proclaim a State of Emergency as a result of severe and extensive flood damage in Death Valley National Park and continuing monsoonal weather.
18. **Public Works** - Request Board receive a workshop from Public Works on deferred maintenance projects.
19. **Sheriff** - Request Board: A) amend the Fiscal Year 2021-2022 Kitchen Services Budget (022701) by increasing appropriation in Food and Household Supplies Object Code (5131) by \$45,330 and decrease appropriation in Jail-General Budget (022900) in Salaried Employees Object Code (5001) by \$45,330 (*4/5ths vote required*); and B) approve payment to various food vendors in the amount of \$45,330 for Fiscal Year 2021-2022.
20. **County Administrator - Personnel** - Request Board: A) appoint Nate Greenberg as the County Administrative Officer; B) approve the contract between the County of Inyo and Nate Greenberg for the provision of personal services as the County Administrative Officer at a monthly salary of \$16,879 effective September 6, 2022, and authorize the Chairperson to sign; and C) find that the best interest of the County will be served by waiving eligibility requirement set forth in Government Code Section 24001.
21. **Clerk of the Board** - Request Board approve the minutes of the regular Board of Supervisors meeting of August 9, 2022 and the special meeting of August 5, 2022.

**TIMED ITEMS** (Items will not be considered before scheduled time but may be considered any time after the scheduled time.)

- 10:30 A.M.**
22. **Planning Department** - Request Board:
    - A) Receive a presentation from staff on the updates to the 6th Cycle Housing Element as required by the Department of Housing and Community Development;
    - B) Conduct a public hearing;
    - C) Re-adopt General Plan Amendment 2021-01/Inyo County - 2021 Housing Element Update and certify that it is a Negative Declaration of Environmental Impact; and
    - D) Direct staff to re-send to the California Department of Housing and Community Development for certification.

- 10:35 A.M.** 23. **County Administrator - Emergency Services** - Request Board receive an update on Inyo National Forest Fire Management and the Great American Outdoors Act.
- 11 A.M.** 24. **County Administrator** - Request Board: A) consider and discuss the request by Mr. Randy Short to rename the Bishop Airport the "Bishop - Dave McCoy Airport;" and B) provide any necessary direction to staff.
- 1 P.M.** 25. **Board of Equalization** - The Board will recess and reconvene as the Inyo County Board of Equalization (separate agenda).

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

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

**BOARD MEMBERS AND STAFF REPORTS**

**CORRESPONDENCE - INFORMATIONAL**

27. **California Highway Patrol** - Report submitted pursuant to Health and Safety Code Section 25180.7 (Proposition 65), documenting information regarding the release of hazardous material which could cause substantial injury to the public health and safety.



# County of Inyo



## Health & Human Services - Behavioral Health

### CONSENT - ACTION REQUIRED

**MEETING:** August 16, 2022

**FROM:** Melissa Best-Baker

**SUBJECT:** Subcontract Agreement and HIPAA Privacy Compliance Agreement between the County of Inyo and Advocates for Human Potential

---

#### **RECOMMENDED ACTION:**

Request Board ratify and approve the Subcontract Agreement between the County of Inyo and Advocates for Human Potential of Sudbury, MA in the amount of \$150,000 for the period of January 3, 2022 through December 31, 2022, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, and authorize the HHS Director to sign the Subcontractor Agreement, Certificate Regarding Lobbying, and Subcontractor Certification.

#### **SUMMARY/JUSTIFICATION:**

We received this agreement in mid-May and initiated the routing process. The Behavioral Health Continuum Infrastructure Program (BHCIP) provides the Department of Health Care Services (DHCS) funding to award competitive grants to qualified entities to construct, acquire and rehabilitate real estate assets or to invest in mobile crisis infrastructure to expand the community continuum of behavioral health treatment resources. This agreement is the planning grant portion of this project and allows us to assess the Behavioral Health needs of our county and meet the BHCIP goal to expand behavioral health infrastructure capacity. This grant is the second in a series of six rounds of funding available. With this planning grant, we will be engaging stakeholders to identify service gaps, priorities and develop protocols between the partners and county Behavioral Health staff. We will also be developing a request for qualifications to find a contractor to complete a required DHCS Behavioral Health needs assessment in the county. We are requesting approval to enter into this agreement.

#### **BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

#### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

If we do not accept this funding for planning, we will lose the opportunity to apply for additional funding to implement the strategies identified in our needs assessment and action plan.

#### **OTHER AGENCY INVOLVEMENT:**

Local hospitals, schools, law enforcement agencies and probation, the county's re-entry program, behavioral health programs, county prevention programs, and other non-profit organizations

**FINANCING:**

State Funds. These funds will be recognized in the CMH Budget (045200) in the Revenue Object Code State Other (4499).

**ATTACHMENTS:**

1. Subcontract Agreement

**APPROVALS:**

Melissa Best-Baker	Created/Initiated - 5/14/2022
Darcy Ellis	Approved - 5/18/2022
Melissa Best-Baker	Approved - 5/18/2022
Kimball Pier	Approved - 5/20/2022
Anna Scott	Approved - 5/25/2022
Marilyn Mann	Approved - 5/26/2022
Melissa Best-Baker	Approved - 8/9/2022
John Vallejo	Approved - 8/10/2022
Amy Shepherd	Approved - 8/10/2022
Anna Scott	Final Approval - 8/10/2022

# SUBCONTRACT AGREEMENT

\*\*\*\*\*

## SUMMARY COVER SHEET

Subcontract ID: **7469-BHCIP-County of Inyo-01G**

Subcontract Effective Date: **January 3, 2022**

Contractor: **ADVOCATES FOR HUMAN POTENTIAL, INC. (AHP)**  
490-B Boston Post Road, Sudbury, MA 01776-3365  
Tel: (978) 443-0055 ♦ Fax: (978) 261-1467

**AHP Contracting Officer:** Charles Galland, COO  
[cgalland@ahpnet.com](mailto:cgalland@ahpnet.com)/[978-261-1425](tel:978-261-1425)

**AHP Project Director:** Carol Bianco  
Tel: 518-391-9315 (o) | [cbianco@ahpnet.com](mailto:cbianco@ahpnet.com)

**AHP Direct Staff Contact:** Carol Bianco  
Tel: 518-391-9315 (o) | [cbianco@ahpnet.com](mailto:cbianco@ahpnet.com)

Subcontractor: **COUNTY OF INYO (“COUNTY OF INYO”)**  
**ATTN: Marilyn Mann**  
1360 North Main Street, Suite 124, Bishop, CA 93514  
Email address: [mmann@inyocounty.us](mailto:mmann@inyocounty.us)  
(760) 873-3305

Prime Contract Identification: **Client: California Department of Health Care Services**  
**Agreement No.: 21-10368**  
**Contract Title:** *“California Behavioral Health Continuum Infrastructure Program (BHCIP)”*

Subcontract Type: Deliverable Based Type Contract

Period of Performance: January 3, 2022 through December 31, 2022

Consideration/Budget: Professional Services NTE **\$150,000.00**

Billing Terms: Quarterly Invoicing, as per Attachment E-Payment Schedule

Payment Terms: Payment remitted ten (10) business days after receipt of undisputed invoice.

**SUBCONTRACT AGREEMENT**

**7469-BHCIP-County of Inyo-01G**

This Subcontract is entered into by and between **ADVOCATES FOR HUMAN POTENTIAL, INC.**, with offices located at **490-B Boston Post Road, Sudbury, MA 01776**, ("AHP" or the "Contractor"), and **COUNTY OF INYO**, with offices at **1360 North Main Street, Suite 124, Bishop, CA 93514** ("COUNTY OF INYO" or "Subcontractor").

**WITNESSETH:**

**WHEREAS**, AHP desires to obtain the Subcontractor’s services to support statewide expansion of California’s Behavioral Health Workforce, with regard to the CA DHCS “*Behavioral Health Continuum Infrastructure Program (BHCIP)*” Project No.: 21-10368 (hereinafter the “DHCS Contract”) under Subcontract ID: **7469-BHCIP-County of Inyo-01G**, hereinafter the “Subcontract,” and the Subcontractor desires to assist AHP in its business by performing such services;

**NOW, THEREFORE**, based upon the foregoing premises, and in consideration of the mutual covenants and agreements herein set forth, the parties agree as follows:

This Subcontract, and its Attachments, (“Agreement”) constitutes the entire agreement and understanding between the parties as to the matters set forth herein. It supersedes all prior understandings, written or oral, between the parties with respect to the subject matter hereof and has been induced by no representations, statements, or agreements other than those herein expressed. By accepting this Agreement, the Subcontractor agrees to be bound by all terms and conditions and provisions that may be incorporated by reference, and all other Attachments to this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement by their duly authorized respective officers as of the day and year last written below.

**ADVOCATES FOR HUMAN  
POTENTIAL, INC.**

**COUNTY OF INYO**

By: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Authorized Entity  
Representative*

**CHARLES GALLAND, CHIEF  
OPERATING OFFICER**

\_\_\_\_\_  
*Print or Type Name of Person Signing*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Representative Title*

Date: \_\_\_\_\_

*ADDITIONAL SIGNATORY PAGE DIRECTLY FOLLOWS (WHEN REQUIRED)*



**COUNTY OF INYO**

\_\_\_\_\_  
*Signature of Authorized Entity Representative*

\_\_\_\_\_  
*Print or Type Name of Person Signing*

\_\_\_\_\_  
*Representative Title*

Date: \_\_\_\_\_

**COUNTY OF INYO**

\_\_\_\_\_  
*Signature of Authorized Entity Representative*

\_\_\_\_\_  
*Print or Type Name of Person Signing*

\_\_\_\_\_  
*Representative Title*

Date: \_\_\_\_\_

**COUNTY OF INYO**

\_\_\_\_\_  
*Signature of Authorized Entity Representative*

\_\_\_\_\_  
*Print or Type Name of Person Signing*

\_\_\_\_\_  
*Representative Title*

Date: \_\_\_\_\_

# TABLE OF CONTENTS

## 7469-BHCIP-County of Inyo-01G

<b>SECTION</b>	<b>PAGE NO.</b>
<b>SECTION 1. PRIVITY OF CONTRACT</b> .....	<b>4</b>
<b>SECTION 2. NATURE OF THE SUBCONTRACT</b> .....	<b>4</b>
Type of Subcontract .....	4
Funding .....	4
<b>SECTION 3. SUBCONTRACTOR PERFORMANCE AND DELIVERY</b> .....	<b>4</b>
Period of Performance .....	4
Time of the Essence.....	5
Delivery Schedule .....	5
Inspection and Acceptance .....	5
<b>SECTION 4. STATEMENT OF WORK</b> .....	<b>6</b>
<b>SECTION 5. SUBCONTRACTOR TRAVEL</b> .....	<b>6</b>
<b>SECTION 6: CONTRACT ADMINISTRATION DATA</b> .....	<b>6</b>
Contractor Representatives.....	6
Subcontractor Representatives .....	7
<b>Compensation, Billing Instructions, and Payment</b> .....	<b>7</b>
Final Payment and Closeout .....	8
Key Personnel.....	8
<b>SECTION 7: CHANGES AND MODIFICATIONS</b> .....	<b>9</b>
<b>SECTION 8: CONFIDENTIAL INFORMATION</b> .....	<b>9</b>
Non-Disclosure of Confidential (Proprietary) Information .....	9
Personally Identifiable Information .....	10
<b>SECTION 9. INTELLECTUAL PROPERTY</b> .....	<b>10</b>
<b>SECTION 10: TERMINATION FOR CAUSE</b> .....	<b>11</b>
<b>SECTION 11: POLICIES AND CODES</b> .....	<b>12</b>
<b>SECTION 12: DATA COLLECTION AND PERFORMANCE</b> .....	<b>12</b>
<b>SECTION 13: ORGANIZATIONAL CONFLICT OF INTEREST</b> .....	<b>12</b>
<b>SECTION 14: INSURANCE</b> .....	<b>12</b>
<b>SECTION 15: INDEMNIFICATION</b> .....	<b>13</b>
<b>SECTION 16: DISPUTES/APPLICABLE LAWS</b> .....	<b>14</b>
Disputes .....	14
Applicable Laws .....	14
<b>SECTION 17: CERTIFICATIONS</b> .....	<b>15</b>
<b>SECTION 18: RECORDS AND RECORD KEEPING</b> .....	<b>17</b>
<b>SECTION 19: EXPENSE ALLOWABILITY/FISCAL DOCUMENTATION</b> .....	<b>17</b>
<b>SECTION 20: RECOVERY OF OVERPAYMENTS</b> .....	<b>18</b>
<b>SECTION 21: BEST EFFORTS</b> .....	<b>18</b>
<b>LIST OF ATTACHMENTS</b> .....	<b>18</b>
Attachment A – <i>Standard</i> Subcontract Terms and Conditions	
Attachment B – <i>Special</i> Subcontractor Requirements	
Attachment C – Subcontractor's Certification	
Attachment D – Subcontractor's Statement of Work	
Attachment E – Payment Schedule	

## **SECTION 1. PRIVACY OF CONTRACT**

This Agreement is funded in whole or in part with funds from AHP's client, State of CA Department of Health Care Services ("DHCS" or "Client") which includes funding through DHCS's Behavioral Health Continuum Infrastructure Program (BHCIP). Neither the Client (nor the US Government), nor any of its departments, agencies, or employees is or will be a party to this Agreement or any lower-tier subcontract. No privity between the Client, (or the US Government), and Subcontractor is established by this Agreement.

Except as authorized by AHP, Subcontractor shall not communicate with the Client/US Government regarding any matter which is within the scope of AHP's responsibility under the Prime Contract, or regarding matters within the scope of this Agreement. Authorization by AHP shall not be unreasonably withheld. In addition, Subcontractor shall not communicate with the Client/US Government regarding any matter of dispute with AHP, which shall be resolved strictly through the Disputes provisions of this Subcontract.

## **SECTION 2. NATURE OF THE SUBCONTRACT**

### **2.1 Type of Subcontract**

This is a **Deliverable Based** type Agreement. Subcontractor's accounting system must be capable of allocating and segregating costs applicable to this Subcontract.

### **2.2 Funding**

All amounts under this Agreement reference US dollars. No costs will be incurred except those specifically proposed by the Subcontractor to AHP, and Subcontractor shall perform the work within the funding allocations/budget, specified in **Attachment E**.

This Agreement is entered into, and the obligation of funds is made, based upon the appropriation under the Prime Contract. Should this appropriation or any funds allocated to the Prime Contract be reduced subsequent to this Agreement, or should the scope of the work, or Statement of Work be redirected by the Client or AHP so as to affect the work envisioned to be subcontracted, AHP shall have the right to renegotiate this Agreement or to effect a termination (at its discretion) pursuant to the termination section of this Agreement.

**2.3** This Agreement hereby incorporates by reference the Application by Subcontractor as well as Notice of Funding Opportunity.

Total funds currently available for payment and allotted to this Agreement are **ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$150,000.00)**.

## **SECTION 3. SUBCONTRACTOR PERFORMANCE AND DELIVERY**

### **3.1 Period of Performance**

The Base performance period is **January 3, 2022 through December 31, 2022**, unless sooner terminated in accordance with the terms of this Agreement. Any extensions to the period of performance will be supported by a written modification to the Agreement, and any changes or additions to the Statement of Work/deliverables/days of performance shall be determined at that time.

Whenever Subcontractor knows, or reasonably should know, that any actual or potential condition is delaying, or threatens to delay, the timely performance of work, it shall, within five (5) business days, provide AHP with written notice, including all relevant information with respect to the condition(s) and delay.

### **3.2 Time of the Essence**

TIME IS OF THE ESSENCE in Subcontractor's performance of its obligations under this Agreement.

### **3.3 Delivery Schedule**

Satisfactory performance of deliverables shall be deemed to occur upon delivery and acceptance by the Project Director of the items as described in the Statement of Work (SOW). All deliverables shall be submitted as directed by the Project Director. In no event shall Subcontractor submit a deliverable directly to the Client/US Government, unless specifically directed to do so in writing by the Project Director or his/her designee.

Upon request, a copy of all written deliverables shall also be delivered to:

Mr. Charles Galland, Chief Operating Officer, General Counsel  
Advocates for Human Potential, Inc.  
490-B Boston Post Road, Sudbury, MA 01776  
[cgalland@ahpnet.com](mailto:cgalland@ahpnet.com)

### **3.4 Inspection and Acceptance**

(a) Inspection and acceptance of work will be made by the AHP Project Director, or his/her duly authorized representative. The responsibilities of the AHP Project Director includes continuous monitoring of Subcontractor's performance and providing technical inspection and acceptance as required under the Prime Contract.

(b) Inspection and acceptance will be performed at Advocates for Human Potential, Inc., 490-B Boston Post Road, Sudbury, MA 01776, or at such other place(s) as AHP may designate in writing.

(c) Subcontractor shall tender for acceptance those items that conform to the requirements of this Agreement. AHP reserves the right to inspect or test any supplies or services tendered under this Agreement, to the extent practicable at all reasonable places and times. The Client also has the right to inspect and evaluate the work performed or being performed under this Agreement. Inspections and tests will be performed in a manner that will not unduly delay the work. AHP may require repair or replacement of materially non-conforming infrastructure, supplies or re-performance of nonconforming services at no increase in contract price. Upon submission, AHP shall have ten (10) business days to inspect Subcontractor's work. Should AHP and/or Client find the material unsatisfactory, AHP shall notify Subcontractor of the defects within the 10-day period. Subcontractor shall, have ten (10) business days to cure said defects associated with Subcontractor's work/product. If inspection or evaluation is to be performed on the premises of Subcontractor or its lower-tier Subcontractor(s), Subcontractor shall furnish (and require its subcontractors to furnish) all reasonable facilities and assistance for the safety and convenience of these duties.

Any inspection or review undertaken by AHP or the Client is solely for the purpose of determining whether the Subcontractor is properly discharging its obligations to AHP and the Client and should not be relied upon by the Subcontractor or by any third parties as a warranty or representation by AHP or the Client as to the quality of the infrastructure, supplies or services.

#### **SECTION 4. STATEMENT OF WORK**

- (a) Independently, and not as an agent of the Contractor, the US Government, or the Client, Subcontractor shall furnish to AHP all the services, qualified personnel, material, equipment, and facilities, not otherwise provided by AHP or the Client, as needed to perform the Statement of Work in **Attachment D**.
- (b) Subcontractor shall maintain an internal quality control program adequate to ensure that the requirements of this Agreement are met. The work shall be performed in accordance with high standards of professional skill, and upon delivery and acceptance of the deliverables, AHP shall pay the Subcontractor in accordance with the payment provisions of this Agreement.

#### **SECTION 5. SUBCONTRACTOR TRAVEL**

- (a) Travel  is  is not authorized under this Agreement.
- (b) If travel is authorized above, refer to Travel Reimbursement Information in Attachment B-Special Subcontract Requirements.

#### **SECTION 6: CONTRACT ADMINISTRATION DATA**

##### **6.1 Contractor Representatives**

(a) The following individual is designated as AHP's Contracting Officer, and is authorized to direct or negotiate any changes in the statement of work, modify or extend the period of performance, change the delivery schedule, authorize reimbursement to Subcontractor of any costs incurred during the performance of this contract, or otherwise change any terms and conditions of this Agreement:

Mr. Charles Galland, Chief Operating Officer, General Counsel  
Advocates for Human Potential, Inc.  
490-B Boston Post Road, Sudbury, MA 01776  
[cgalland@ahpnet.com](mailto:cgalland@ahpnet.com) / (978) 443-0055 x425

(b) The following individual(s) is/are designated for purposes of administering the contractual progress of the Agreement, and for purposes of providing technical direction and guidance:

Carol Bianco-Miller, Business Unit Director  
Advocates for Human Potential, Inc.  
Tel: 518-391-9315  
[cbianco@ahpnet.com](mailto:cbianco@ahpnet.com)

## **6.2 Subcontractor Representatives**

(a) The following individual is designated as Subcontractor's Contracting Officer and is authorized to conduct business, negotiate modifications and changes to any terms and conditions of this Agreement:

Marilyn Mann, Director

---

1360 North Main Street, Suite 201, Bishop , CA 93514

---

(b) The following individual is designated as Subcontractor's Project Manager for purposes of administering this Agreement:

Kimball Pier, Deputy Director of Behavioral Health

---

1360 North Main Street, Suite 124, Bishop, CA 93514

---

## **6.3 Compensation, Billing Instructions, and Payment**

(a) This is a Deliverable Based type Agreement. Subcontractor shall be reimbursed in accordance with **Attachment E**. In addition, all Subcontractor costs are subject to allowability, reasonableness, and any restrictions contained in the Prime Contract, and/or under the Federal Acquisition Regulation ("FAR") if specified.

(b) Invoices may be submitted quarterly or as set forth in the SOW, as per payment schedule and shall provide sufficient detail, including at least the following information on each invoice:

- i. Subcontractor's name
- ii. Subcontractor's TIN/EIN
- iii. Subcontract Agreement ID: **7469-BHCIP-County of Inyo-01G**
- iv. Invoice No.
- v. Invoice date
- vi. **AHP's Project & Billing Number(s) applicable to the tasks/deliverables invoiced, as per the Statement of Work attached**
- vii. Amount Due on the Invoice.
- viii. Other substantiating documentation or information as AHP may request
- ix. An original signature of an authorized official of Subcontractor, with the following certification: "I hereby certify that all payments requested are for appropriate purposes and in accordance with the terms and conditions set forth in the Agreement between the parties."
- x. Name/title/telephone number of the person to contact in case of questions about the invoice
- xi. Name, title, phone number, and mailing address of official to whom payment is to be sent.

(c) The cost of overnight or courier delivery of invoices is not allowed.

(d) Invoices shall be sent electronically to: [AP2@AHPNET.COM](mailto:AP2@AHPNET.COM) . Upon receipt of an

Invoice, proper in form, and accepted and approved by AHP (***approval of the Invoice shall mean that AHP's Project Director has reviewed, accepted, and signed the Invoice***), payment shall be remitted via wire transfer or other electronic transmission to an account or accounts designated by Subcontractor in writing, within ten (10) business days after receipt of undisputed invoice. When requested, AHP will inform Subcontractor whether or not a specific Subcontractor invoice has been paid, or when AHP reasonably expects the Client to pay the Subcontractor invoice. All payment questions shall be addressed to AHP Accounts Payable at (978) 443-0055.

(e) Subcontractor's right to payment shall be contingent upon the Project Director's review of the deliverables, along with reasonable site inspections or other inspections as may be permitted by AHP under this Agreement, together with any attachments, and that the review shall demonstrate the achievement of satisfactory performance against the Statement of Work in **Attachment D**. Should Subcontractor's lack of satisfactory performance endanger AHP's successful prosecution of its Prime contract responsibilities, a cure notice shall be issued to Subcontractor. Subcontractor shall respond in ten (10) days with a plan to cure such notice. Should the cure not be feasible, or if the cure fails within the agreed upon time frame, AHP may terminate the Agreement immediately upon written notice.

(f) Supporting Documentation: Subcontractor shall provide supporting documentation for invoices as AHP may request, or as may be necessary for compliance with AHP's billing to the Client.

(g) In satisfaction of the Subcontractor's obligation to complete the task(s) called for in **Attachment D, "Statement of Work,"** the Subcontractor shall provide within the period of performance of this Agreement, the deliverable(s) specified. If at the end of the period of performance, the Subcontractor has not completed the deliverable(s), the fee shall be reduced. In the event that the term of this Agreement expires before the Subcontractor has provided the deliverable(s), AHP shall have the right to extend the term of the Agreement to the extent necessary to permit the Subcontractor to provide the deliverable(s) specified.

#### **6.4 Final Payment and Closeout**

Subcontractor must invoice for all final costs within ninety (90) days following completion of this Agreement, and Subcontractor will provide all documentation necessary for a timely closeout of this Agreement including the submission of a "Final Invoice," a "Release of Claims," "Assignment of Refunds," and/or other closeout documents as AHP may require or reasonably request. Payment of the invoice may be withheld, pending completion and acceptance by AHP of all work performed, submission of all required documentation and/or substantiation of all work performed or delivered, as per 6.3(g), and submission of all required administrative forms and technical reports. These rights and obligations shall survive the termination of this Subcontract.

#### **6.5 Key Personnel**

Subcontractor shall provide the skilled personnel and management necessary to meet the requirements of the Statement of Work. AHP's Project Director shall have right to disapprove all personnel proposed by Subcontractor to perform under this Agreement.

Other than personnel set forth below , prior to staffing any future key positions, Subcontractor, if so directed by the Project Director, shall submit the names below, and provide any other requested data for the proposed key personnel to the Project Director. Should Project Director deem any individuals who have been submitted as unacceptable, Subcontractor shall immediately remove any personnel deemed unacceptable from the assignment and replace him/her with an individual of acceptable qualifications, subject to the same submission requirement and right of disapproval above. Subcontractor shall bear all costs associated with such removal and replacement.

Key personnel essential to the work being performed is/are: *Not applicable for this contract.*

No removals, replacements, or diversions of key personnel shall be made without the written consent of AHP's Project Director.

## **SECTION 7: CHANGES AND MODIFICATIONS**

(a) AHP may at any time make unilateral changes, within the general scope of this Agreement, in the definition, time of performance, or quantity of services to be performed.

(b) If any change causes an increase or decrease in the budgeted cost for performance of any part of the work under this Agreement, Subcontractor shall propose a new budget. Upon agreement of a revised price, a modification will be issued. Subcontractor must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt.

(c) Failure to agree to any adjustment on a timely request that is submitted within the thirty (30) day period allowed shall be deemed a dispute concerning a question of fact within the meaning of the Clause of this Agreement entitled "Disputes." Notwithstanding any failure to agree to any such adjustment, Subcontractor shall diligently proceed with the work as changed.

(d) AHP and/or DHCS may collect additional applicant documentation, signatures, missing items, or omitted information during the response review process. AHP and/or DHCS will advise the applicant orally, by fax, email or in writing of any documentation that is required and the submission timeline. Failure to submit the required documentation by the date and time indicated may cause AHP or DHCS to deem a response nonresponsive and eliminate it from further consideration.

## **SECTION 8: CONFIDENTIAL INFORMATION**

(a) *Non-Disclosure of Confidential (Proprietary) Information:* During the term of this Agreement, Subcontractor and its employees, consultants and/or lower tiered subcontractors, may receive or have access to data and information that is proprietary to AHP and/or DHCS, including the identity of AHP and/or DHCS clients or grantees. All such data and information made available to, disclosed to, or otherwise made known to Subcontractor, its employees, consultants and/or lower tiered subcontractors as a result



of services under this Agreement shall be considered and kept confidential by the Subcontractor, and may be used only for purposes of performing the obligations hereunder. Subcontractor, its employees, consultants and/or lower tiered subcontractors shall not reveal, publish or otherwise disclose such information to any third party without the prior written consent of AHP. Subcontractor shall take all reasonable precautions to prevent any other person with whom it is or may become associated from acquiring confidential proprietary information at any time. Disclosure of the information is for purposes of completing performance under this Agreement, and shall in no way be construed to grant any rights to otherwise use this information, nor shall Subcontractor take action to obtain licenses, patents, trademarks, copyrights, or other rights to said information. Upon the expiration or earlier termination of this Agreement, or at any time that AHP so instructs, Subcontractor agrees to deliver to AHP all proprietary information supplied and delivered, (including all copies, materials, print and electronic, collected and created by Subcontractor in performance of services for AHP), and Subcontractor shall make no further use or utilization of the information. The foregoing obligations shall not apply to information which: (a) is or becomes generally available to the public other than as a result of a disclosure by Subcontractor; (b) becomes available to Subcontractor on a non-confidential basis from a third party source which is not prohibited from disclosing such information by a legal, contractual, or fiduciary agreement to a third party; (c) Subcontractor develops independently without use of AHP's Confidential Information, as demonstrated by written records and evidence; or (d) is required by law to be disclosed, provided Subcontractor notifies AHP promptly and gives AHP an opportunity to seek an appropriate protective order. These obligations of confidentiality and non-disclosure shall be flowed down to consultants and/or lower tiered subcontractors, and shall survive the termination of this Agreement.

(b) Notwithstanding the above, Subcontractor recognizes and acknowledges that DHCS is a public entity subject to the Public Records Act and information submitted by Subcontractor to AHP as the agent for DHCS or directly to DHCS may be subject to public disclosure and Subcontractor has no right to assume that such information will be kept confidential.

(c) *Personally Identifiable Information*: Subcontractor shall, and shall ensure that each of its subcontractors, if applicable, shall, maintain reasonable security of all personally identifiable information (including but not limited to personal health information), and comply with all applicable legal requirements relating to such information, including requirements relating to safeguarding, storing, transmitting, sharing, and destroying such information, and breach notification requirements as required in Business Associate Agreement Addendum in Attachment B-Special Subcontract Requirements.

Subcontractor shall not, and shall ensure that each of its subcontractors shall not, share personally identifiable information (including but not limited to personal health information) (excluding the personally identifiable information of Subcontractor's (or its subcontractors') directors, officers, employees, agents, affiliates, and designees, in connection with Subcontractor's performance under this Agreement).

## **SECTION 9: INTELLECTUAL PROPERTY (Intentionally Omitted)**

## **SECTION 10: TERMINATION FOR CAUSE**

(a) AHP, or at the direction of the Client, may terminate this Agreement if Subcontractor fails to comply with any terms, conditions, requirements, failure of achievement in any or all deliverables, satisfactory performance, or provisions of the Agreement. AHP shall notify Subcontractor in writing of its failure to comply. Should Subcontractor not remedy such failure within ten (10) business days (Remedy Period), this Agreement may be terminated. Upon notification, or any time during the Remedy Period, Subcontractor may request additional time in order to cure the default and so long as Subcontractor is working in Good Faith and Client approves, the cure period may be extended to at least thirty (30) business days.

(b) In the event that this Agreement is terminated for cause pursuant to Paragraph (a) above, then neither the Client nor AHP shall be liable for any work that is not performed in accordance with the Subcontract. The Client through AHP will pay the Subcontractor for work that has been performed in accordance with this Subcontract, and the Subcontractor shall transfer to the Client or AHP all work that has been completed and paid for under this Agreement.

(c) This Agreement may be terminated immediately upon notification by either party following a material breach of this Agreement.

## **SECTION 11: POLICIES AND CODES**

- 11.1 Subcontractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Subcontractor's performance under this Agreement.
- 11.2 Subcontractor shall comply with California Welfare and Institutions Code Sections 5960-5960.45.
- 11.3 AHP may perform inspections, review procedures, documents pertaining to the Statement of Work and other elements of this Agreement, perform onsite visits, desk reviews in order to ensure Subcontractor's compliance with 11.1 and 11.2 as well as protect against fraud, waste, and abuse.
- 11.4 In the event Subcontractor does not comply with 11.1 and 11.2 above, AHP shall give notice in accordance with Section 6 and shall have all rights set forth in Section 10.

## **SECTION 12: DATA COLLECTION AND PERFORMANCE**

- 12.1 Subcontractor is subject to data collection and reporting requirements, which will be set forth by DHCS and conveyed to Subcontractor by AHP.
- 12.2 Monitoring and Site Inspection
  - a. The Subcontractor shall be subject to monitoring by AHP for compliance with the provisions of this Agreement. Such monitoring activities shall include, but are not limited to, inspection of the Subcontractor's services, procedures, books, and records and site inspections, as AHP deems appropriate. AHP may conduct monitoring activities at any time during the Subcontractor's normal business hours.

- b. AHP shall conduct a review of the Subcontractor's records to determine if any of the claimed expenditures were an improper use of grant funds.
- c. The refusal of Subcontractor to permit access to physical facilities and/or inspection of any documents, files, books, or records necessary for AHP to complete its monitoring and inspection activities in accordance with this Section 12 constitutes an express and immediate material breach of this contract and will be a sufficient basis to terminate the contract for cause.

### **SECTION 13: ORGANIZATIONAL CONFLICT OF INTEREST**

Subcontractor warrants to the best of its knowledge and belief at this time, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, ("OCI") as defined in FAR Subpart 9.5, or that Subcontractor has disclosed all such relevant information, and will disclose any actual or potential OCI that is discovered, including a description of activities that Subcontractor has taken or proposes to take, after consultation with the AHP Contracting Officer, to avoid the conflict. During the term of this Agreement, Subcontractor shall not enter into other contracts or arrangements or otherwise engage in work that will conflict with the parties' relationship of trust and cooperation or that may otherwise conflict with the Subcontractor's obligations.

### **SECTION 14: INSURANCE**

(a) Subcontractor shall continuously maintain for the duration of this Agreement, the following insurance at, or in excess of, the limits detailed below:

- Worker's compensation and employer's liability insurance as required by the law(s) of the state or province where the work is performed.
- Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- Subcontractor must furnish to AHP a Certificate of Insurance stating that commercial general liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined is presently in effect for the Subcontractor. The commercial general liability insurance policy shall cover for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply to each insured against whom claim is made or suit is brought subject to the Subcontractor's limit of liability.
- Insurance appropriate and sufficient in type and amount to cover any software and data to be developed under this Agreement, and property insurance sufficient to cover the cost of any AHP, Client or other property under this Agreement that may be in the control of the Subcontractor.
- A Builder's Risk insurance covering the infrastructure, if applicable, during the course of the construction phase (and Property Insurance thereafter) covering all

risks of loss, excluding earthquake, flood or other risks customarily excluded from "All-Risks" coverage in an amount equal to full replacement cost, including all improvements at the time of loss.

(b) All policies, except Workers' Compensation and Employer's Liability, shall be endorsed to name AHP as an Additional Insured with respect to the work to be performed by Subcontractor. All such insurance must be primary and non-contributory and required to respond and pay prior to any other insurance or self-insurance available.

(c) Subcontractor shall immediately deposit with AHP upon request a Certificate of Insurance attesting to the above coverage and naming AHP and DHCS as additional insured parties under such policies. The Subcontractor agrees that the insurance required herein will remain in effect at all times during the term of the Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the Subcontractor agrees to provide, at least thirty (30) calendar days before said expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for not less than the remainder of the term of the Agreement or for a period of not less than one year. AHP may, in addition to any other remedies it may have, terminate this Agreement on the occurrence of such event.

(d) Insurance Indemnification. Subcontractor shall indemnify AHP and DHCS for any costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements or penalties, as a result of any claim or liability resulting from the failure of Subcontractor (or its lower tier subcontractors or consultants) to maintain the insurance policies required by this section.

(e) This section shall apply to Subcontractor's lower tier subcontractors/consultants unless waived in writing by AHP.

(f) AHP will not be responsible for any premiums, deductibles, or assessments on the insurance policy.

## **SECTION 15: INDEMNIFICATION**

(a) Subcontractor shall indemnify and hold harmless AHP and DHCS and their officers, employees, and agents for any costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements or penalties, against all liabilities, claims, suits, demands or liens for damages to persons or property, ("Claims"), (unless such Claims arise from the gross negligence or willful misconduct of AHP or DHCS), arising out of, resulting from, or relating to, the following:

- Any act, omission, or statement of the Subcontractor, or any person employed by or engaged under contract with the Subcontractor that results in injury (including death), loss, or damage to any person or property;
- Any failure on the part of the Subcontractor to comply with applicable government requirements and requirements of law;

- the failure to maintain the insurance policies required by this section or the work performed, inclusive of Intellectual Property infringement, if applicable, under this Subcontract. Insurance coverage that may be required shall in no way lessen or limit the liability of Subcontractor under the terms of this obligation.
- Any failure on the part of the Subcontractor to satisfy all claims for labor, equipment, materials and other obligations relating to the performance of the work hereunder;
- Any injury to property or person occurring on or about the infrastructure or the property of Subcontractor;
- Any actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this Agreement, provided the Subcontractor is reasonably notified of such claims and proceedings; and
- Any actual or alleged unauthorized use or disclosure of any trade secret, confidential information or other proprietary interest, work product, or other information owned by the Government, Client, or AHP under the terms of this Agreement.

(b) Subcontractor shall indemnify under this clause for any of the above acts attributable to its employees, consultants, agents, and/or lower-tiered subcontractors engaged in performance of the work under this Agreement.

(c) This indemnification shall survive the expiration or termination of the Agreement.

## **SECTION 16: DISPUTES/APPLICABLE LAWS**

### **16.1 Disputes**

Any dispute arising out of, or relating to, this Agreement that is not resolved by the good faith efforts of the parties, shall be settled by submission to a panel consisting of one arbitrator under the Commercial Rules of the American Arbitration Association (“AAA”). The parties shall bear equally the costs assessed by the AAA, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Venue for the arbitration shall be the State of California in a county elected by AHP. The decision of the arbitrator shall be final, conclusive, and unappealable, except in the event of fraud or the arbitrator’s failure to disclose a material conflict of interest. The prevailing party, in addition to any damages awarded by the arbitrator, shall be entitled to costs and reasonable attorneys’ fees, the amount of which shall be determined by the arbitrator, in the event the parties are unable to agree.

### **16.2 Applicable Laws**

Each party agrees to comply with the applicable provisions of Federal, State, and local laws or ordinances, and all orders, rules, and regulations issued thereunder, and in such a manner that the name of the other party will not be discredited. Where a FAR provision or clause, or any other Federal statute, regulation, or clause is incorporated in or applicable to this Agreement or work being performed under it, Federal law shall govern the interpretation and application thereof. If Federal law is not applicable, the appropriate law of the State of California shall apply, exclusive of that body of laws

known as conflicts of law. This Section shall survive the expiration or termination of the Agreement.

**Prevailing Wage.** Any construction work that is part of Subcontractor's Project is subject to state and federal prevailing wage law Labor Code Section 1720 et. seq. Subcontractor is urged to seek professional legal advice about prevailing wage law requirements and Subcontractor's obligations thereunder. Prior to disbursing the Grant funds, AHP will require a certification of compliance with California's prevailing wage law, as well as all applicable federal prevailing wage law. The certification must verify that prevailing wages have been or will be paid if such payment is required by law, and that labor records will be maintained and made available to any enforcement agency upon request. The certification must be signed by Subcontractor and its general contractor(s).

**Environmental Conditions.** If the SOW includes the acquisition of property, Grantee shall provide a Phase I Environmental Site Assessment ("**ESA**") for the Project, in conformance with ASTM Standard Practice E 1527, evaluating whether the Project is affected by any recognized environmental conditions. If the Phase I ESA discloses evidence of recognized environmental conditions and Grantee desires to proceed with the Project, the Grantee shall provide AHP with a Phase II report and any additional reports as required by the AHP and in a form acceptable to AHP. Any remediation work shall be subject to AHP approval. Grantee shall also provide an asbestos assessment and a lead-based paint report for AHP's approval if the Project involves rehabilitation or demolition of existing improvements.

**Relocation.** Subcontractor must comply with all applicable federal, state, and local relocation law. Pursuant to relocation law, a Subcontractor must have a relocation plan prior to proceeding with any phase of a Project or other activity that will result in the displacement of persons, businesses, or farm operations. To ensure that displaced persons and entities do not suffer a disproportionate impact as a result of Projects which benefit the public, all notices to vacate and relocation services must be provided to them in accordance with applicable law. Subcontractor will provide AHP with a certification that all applicable relocation laws have been complied with.

## **SECTION 17: CERTIFICATIONS**

By signature to this Agreement, Subcontractor makes the following Representations and Certifications:

(a) Debarment and Suspension: Neither Subcontractor nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible nor voluntarily excluded by any Federal department or agency from participating in transactions. Any change in the debarred or suspended status of the Subcontractor during the life of this Subcontract will be reported immediately to AHP. Subcontractor shall incorporate this Debarment and Suspension certification into any lower-tier subcontract that they may enter into as a part of this Subcontract.

- (b) Prohibition To Perform Duties: Subcontractor is not prohibited, precluded, or restricted from performing the duties required under the Statement of Work, due to previous employment obligations, restrictions, commitments, or agreements Subcontractor has with any other federal, state, or local government agency.
- (c) Federal Civil Rights Act/Equal Opportunity: Subcontractor will conform to the provisions of Title VI of the Federal Civil Rights Act of 1964, section 2000d as amended and will not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, or national origin.
- (d) Labor Laws: Subcontractor certifies that it is in compliance with all applicable labor laws, including but not limited to the Walsh-Healy Act and the Contract Work Hours and Safety Standards Act (41 U.S.C. 51-58) regarding overtime compensation.
- (e) Americans with Disabilities Act: Subcontractor 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 and Americans with Disabilities Act of **1973** as amended (29 U.S.C 794(d), regulations implementing the Rehabilitation Act of 1973 as set forth in in Part 1194 of Title 36 of the Federal Code of Regulations, and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq. and 28 CFR Part 35). In 1998, Congress amended the **Rehabilitation Act of 1973** to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code Sections 7405 and 11135 codifies section 508 of the Rehabilitation ACT of 1973 requiring accessibility of EIT. Section 504 of the Rehabilitation Act of 1973.
- (f) Employee Compliance: Subcontractor will require all employees, entities, and individuals providing services in connection with the performance of this Subcontract to comply with the provisions of this Agreement and with all Federal, State, and local laws and regulations in connection with this work.
- (g) Code of Ethics: Subcontractor has a Code of Ethics addressing at least the following areas: accurate accounting records and reporting; gifts and entertainment to Government customers; hiring of former government employees; protection of Government proprietary and source selection information; extending and receiving business courtesies; and personal and organizational conflicts of interest.
- (h) Age Discrimination Act of 1975 (45 CFR Part 90)
- (i) Section 1557 of the Affordable Care Act.
- (j) Trafficking Victims Protection Act of 2000 (22 USC 7104(G), as amended and 2 CFR Part 175
- (k) Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control ACT (33 USC 1251-1387), as amended.
- (l) Byrd Anti-Lobbying Amendment (31 USC 1352): The Subcontractor shall certify to DHCS that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a

member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. The Subcontractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award.

(m) Confidentiality of Substance Use Disorder Patient Records: (42 CFR Part 2, Subparts A-E). The Subcontractor shall comply with the regulation set forth in 42 CFR Part 2, including the responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

## **SECTION 18: RECORDS AND RECORD KEEPING**

- a. The Subcontractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the grant in accordance with 45 CFR section 75.361.
- b. AHP, SAMHSA, the Inspector General, the Controller General, and DHCS, or any of their authorized representatives, have the right to access any documents, papers, or other records of the Subcontractor which are pertinent to the grant, for the purpose of performing audits, examinations, excerpts, and transcripts. The right to access records also includes timely and reasonable access to the Subcontractor's personnel for the purpose of interview and discussion related to the requested documents.
- c. The right to access records is not limited to the required retention period but lasts as long as the records are retained by the Subcontractor.

## **SECTION 19: EXPENSE ALLOWABILITY/FISCAL DOCUMENTATION**

- a. Invoices, received from a Subcontractor and accepted and/or submitted for payment by AHP, shall not be deemed evidence of allowable costs under this Agreement.
- b. The Subcontractor shall maintain for review and audit and supply to AHP upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
- c. If the allowability or appropriateness of an expense cannot be determined by AHP because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed, and payment may be withheld by AHP. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- d. If Travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. For more information on allowable travel and per diem expenses and required documentation, "Travel Reimbursement Information."
- e. Costs and/or expenses deemed unallowable are subject to recovery by AHP. See Section 20 "Recovery of Overpayments" for more information.



- f. Country organizations may utilize their existing DHCS certified indirect cost rates for per Behavioral Health Information Notice 20-020.

**SECTION 20: RECOVERY OF OVERPAYMENTS**

- a. Subcontractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by AHP by one of the following options:
  - 1. Subcontractor’s remittance to AHP of the full amount of the audit exception within thirty (30) days following AHP request for payment;
  - 2. A repayment schedule which is agreeable to both AHP and the Subcontractor.
- b. AHP reserves the right to select which option will be employed and AHP will notify the Subcontractor in writing of the claim procedure to be utilized.
- c. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Subcontractor, beginning thirty (30) days after the Subcontractor’s receipt of AHP’s demand for repayment.
- d. If the Subcontractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Subcontractor loses the final administrative appeal, the Subcontractor shall repay, to AHP, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Subcontractor’s first receipt of AHP’s notice requesting reimbursement of questioned audit costs or disallowed expenses.

**SECTION 21: BEST EFFORTS**

During the term of this Agreement, Subcontractor shall use Best Efforts in order to satisfy all the requirements of the work to be performed under Section 4 and Attachment D of this Agreement.

THIS AGREEMENT CONSISTS OF **EIGHTEEN (18)** TYPEWRITTEN PAGES, TOGETHER WITH THE ATTACHMENTS IDENTIFIED BELOW, WHICH ARE HEREBY INCORPORATED INTO THIS AGREEMENT.

**LIST OF ATTACHMENTS**

<u>TITLE</u>	<u>No. of PAGES</u>
<b>Attachment A</b> — <i>Standard</i> Subcontract Terms and Conditions	1
<b>Attachment B</b> — <i>Special</i> Subcontractor Requirements	27
<b>Attachment C</b> —Subcontractor’s Certification	3
<b>Attachment D</b> —Subcontractor’s Statement of Work	
<b>Attachment E</b> —Payment Schedule	

## ATTACHMENT A-STANDARD SUBCONTRACT TERMS AND CONDITIONS

**Headings:** Headings are for convenience of reference only and shall in no way affect interpretation of this Agreement.

**Independent Contractor:** Subcontractor is engaged as an independent contractor, and this Agreement shall not be construed as creating any other relationship. Subcontractor shall comply with all laws, and assume all risks incident to its status as independent contractor, and necessary to comply with specific requirements of this Agreement, including, but not limited to, payment of all applicable federal/state income taxes, associated payroll/business taxes, and licenses and fees.

**No Agency:** Subcontractor, its employees, agents or assigns, shall not represent, act or purport to act, or be deemed to be an agent, representative, or employee of AHP, or commit or obligate AHP to any other person or party.

**Lower-Tier Consultants/Subcontractors:** AHP's prior written approval is required to obtain services of consultants or lower-tier Subcontractors; provided, however, that this limitation shall not apply to the purchase of standard commercial supplies.

**No Assignment:** This Agreement is for professional services, and the Agreement, or any duties/obligations imposed shall not be assigned, delegated or otherwise transferred.

**Changes to be Made in Writing:** Unless otherwise specified that AHP may make a unilateral modification, no understanding, agreement, modification, change order, or other matter affecting this Agreement shall be binding, unless in writing, signed by both parties' Contracting Officer. No handwritten changes shall be effective unless initialed by each Contracting Officer.

**Limitation of Liability upon Termination:** AHP's maximum aggregate liability to Subcontractor is limited to the total dollar amount of work properly performed by Subcontractor up to the effective date of termination, together with any authorized travel, or authorized expenses incurred under the Agreement that cannot be canceled. AHP is not liable for any special, indirect, incidental, consequential, or punitive damages, nor for any loss of goodwill, profits, data, or loss of use arising out of, resulting from, or in any way connected with the performance or breach of this Agreement, even if advised of the possibility of such damages.

**Force Majeure:** Neither party shall be liable to the other for loss or damages due to failure or delay in rendering performance caused by circumstances beyond its reasonable control, if such failure could not have been overcome by the exercise of due diligence, due care, or foresight. Causes may include, but are not limited to, acts of God or a public enemy; wars; acts of terrorism; riots; fires; floods; epidemics; quarantine restrictions; labor disputes; strikes; defaults of subcontractors/vendors; failure/delays in transportation; unforeseen freight embargoes; unusually severe weather; or any law/order/regulation/request of a state or local government entity, the US Government, or of any agency, court, commission, or other instrumentality of any such governments. Times of performance under this Agreement may be appropriately extended for excused delays if the party whose performance is affected promptly notifies the other of the existence and nature of such delay.

**Scientific Misconduct:** Subcontractor shall immediately report to AHP any instance of scientific misconduct or fraud related to performance under this Agreement.

**Warranty:** Unless a different warranty is specified, Subcontractor warrants all services provided and products delivered will be free from defect in materials and/or workmanship, and will be fit for the purpose intended, and will conform to the specifications of the statement of work. In the event of a breach AHP may complete the work and seek all remedies available in law or equity.

**Notices:** Notices shall be in writing, sent by USPS Certified Mail-RRR, or any overnight delivery/courier service, and notice shall be deemed given when personally delivered, (or three (3) days after being sent by prepaid certified U.S. mail).

**Litigation:** Subcontractor shall provide written notice to AHP of any litigation that relates to the services under this contract, or that has the potential to impair its ability to fulfill this contract, including but not limited to financial, legal or other situations.

**Publicity:** Without prior written approval of the other, neither party shall use the other's name or make reference to the other party or any of its employees in publications, news releases, advertising, speeches, technical papers, photographs, sales promotions, or publicity purposes of any form related to this work or data developed hereunder, unless disclosure of such materials is required by legal, accounting, or regulatory requirements beyond the disclosing party's reasonable control. Use of either party's name may be made in internal documents, annual reports, proposals, etc. which may identify the existence of the project by title, principal investigator or project director, sponsor, period of funding, amount of award and brief abstract of the project. This Section shall survive expiration/termination of this Agreement.

**Restrictions on Hiring:** During the period of this Agreement, and for a period of two (2) years after its termination, neither party shall directly or indirectly, induce or solicit (or authorize or assist in the taking of any such actions by any third party) any employee or consultant of the other party to leave his/her business association with that party. Parties are not be restricted in the right to solicit or recruit generally in the media.

**Survival:** Except as otherwise stated, sections that by their terms impose continuing obligations or establish continuing rights shall be deemed to survive the expiration/termination of this Agreement.

**Validity and Waiver:** The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. Waiver of a breach of any provision shall not constitute a waiver of any subsequent breach of that provision, or a breach of any other provision. AHP's failure to enforce any provision of this Agreement shall not be construed as a waiver. Only AHP's Contracting Officer has the authority to waive any term or condition of this Subcontract on behalf of AHP.

**Interpretation:** This Agreement shall be interpreted and construed in accordance with its fair meaning, and not strictly for or against either party, regardless of who may have drafted it or any specific provision.

**Third Party Beneficiaries:** This Agreement shall not be construed so as to give any person or entity, other than the parties and DHCS, any legal or equitable claim or right.

**Counterparts/Other Instruments:** The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. The parties shall properly make, execute, and deliver such other and further instruments as may be reasonable, necessary, desirable, or convenient to give full force and effect to this Agreement.

**Binding Effect:** This Agreement shall be binding upon the parties, their successors and assigns.

## ATTACHMENT B

### 1. Federal Equal Opportunity Requirements

- a. The Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Subcontractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or AHP, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Subcontractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Subcontractor will, in all solicitations or advancements for employees placed by or on behalf of the Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Subcontractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Subcontractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Subcontractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Subcontractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- f. In the event of the Subcontractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Subcontractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Subcontractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Subcontractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or AHP may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Subcontractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by AHP, the Subcontractor may request in writing to AHP, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

## 2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are authorized to be reimbursed with Agreement funds.)

Reimbursement for travel and/or per diem expenses from AHP under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit in Attachment B-Special Subcontract Requirements. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to California Department of Human Resources (CalHR) rates may be approved by AHP upon the submission of a statement by the Subcontractor indicating that such rates are not available to the Subcontractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

## 3. Procurement Rules

Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by AHP or DHCS or expenses for said items are reimbursed by funds with state or federal funds provided under this Agreement.

### a. Equipment/Property definitions

Wherever the term equipment and/or property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of

intangible items that meet this definition.

- (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.
- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.
- c. In special circumstances, determined by AHP (e.g., when AHP has a need to monitor certain purchases, etc.), AHP may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. AHP reserves the right to either deny claims for reimbursement or to request repayment for any Subcontractor purchase that AHP determines to be unnecessary in carrying out performance under this Agreement.
- d. The Subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. AHP and the State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Subcontractor at any time.
- e. For all purchases, the Subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Subcontractor for inspection or audit.
- f. AHP may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraph b of Provision 3 by giving the Subcontractor no less than thirty (30) calendar days written notice.

#### 4. **Equipment/Property Ownership / Inventory / Disposition**

(Applicable to agreements in which equipment/property is furnished by DHCS and/or AHP when said items are purchased or reimbursed by DHCS with state or federal funds provided under this Agreement.)

- a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with Agreement funds or furnished by AHP under the terms of this Agreement shall be considered state equipment and the property of AHP and DHCS.

- (1) **Reporting of Equipment/Property Receipt** - AHP requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by AHP or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Subcontractor shall report the receipt to the AHP. To report the receipt of said items and to receive property tags, Subcontractor shall use a form or format designated by AHP. If the appropriate form does not accompany this Agreement, Subcontractor shall request a copy from AHP.

- (2) **Annual Equipment/Property Inventory** - If the Subcontractor enters into an agreement

with a term of more than twelve months, the Subcontractor shall submit an annual inventory of state equipment and/or property to the AHP using a form or format designated by AHP. If an inventory report form does not accompany this Agreement, Subcontractor shall request a copy from AHP. Subcontractor shall:

- (a) Include in the inventory report, equipment and/or property in the Subcontractor's possession and/or in the possession of a subcontractor (including independent consultants).
  - (b) Submit the inventory report to AHP according to the instructions appearing on the inventory form or issued by AHP.
  - (c) Contact AHP to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by AHP.
- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
  - c. Unless otherwise stipulated, AHP or DCHS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
  - d. The Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
    - (1) In administering this provision, AHP may require the Subcontractor to repair or replace, to AHP's satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Subcontractor shall promptly submit one copy of the theft report to AHP.
  - e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by AHP under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.
  - f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Subcontractor shall provide a final inventory report of equipment and/or property to AHP and shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to AHP. Final disposition of equipment and/or property shall be at AHP expense and according to AHP instructions. Equipment and/or property disposition instructions shall be issued by AHP immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, AHP or DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

## **5. Subcontract Requirements**

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. AHP reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Subcontractor to terminate subcontracts entered into in support of this Agreement.

- (1) Upon receipt of a written notice from AHP requiring the substitution and/or termination of a subcontract, the Subcontractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within thirty (30) calendar days, unless a longer period is agreed to by DHCS.
- b. Actual subcontracts (i.e., written agreement between the Subcontractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of AHP. AHP may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by AHP.
- c. Subcontractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by AHP, make copies available for approval, inspection, or audit.
- d. AHP assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Subcontractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- e. The Subcontractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- f. The Subcontractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- g. The Subcontractor agrees to maintain and preserve, until three (3) years after termination of Agreement No. 21-10368 and final payment from DHCS and AHP, to permit AHP or DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.
- h. Unless otherwise stipulated in writing, AHP shall be the Subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- i. Subcontractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 16, 26, and/or other numbered provisions herein that are deemed applicable.

## **6. Income Restrictions**

Unless otherwise stipulated in this Agreement, the Subcontractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Subcontractor under this Agreement shall be paid by the Subcontractor to AHP so that AHP can pay DHCS, to the extent that they are properly allocable to costs for which the Subcontractor has been reimbursed by AHP under this Agreement.

### **1. Audit and Record Retention**

- a. The Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

- c. Subcontractor agrees that AHP, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Subcontractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Subcontractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896.77)
- d. The Subcontractor shall preserve and make available his/her records (1) for a period of three (3) years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
  - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.
  - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- f. The Subcontractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

## **2. Site Inspection**

AHP, DHCS, and/or SAMHSA has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Subcontractor, the Subcontractor shall provide and shall require subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

## **3. Federal Contract Funds**

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or



conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, the Agreement shall be amended to reflect any reduction in funds.
- d. AHP and DHCS has the option to invalidate or cancel the Agreement with 30 days advance written notice or to amend the Agreement to reflect any reduction in funds.

#### 4. Intellectual Property Rights

##### a. Ownership

- (1) Except where AHP has agreed in a signed writing to accept a license, AHP or DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subcontractor or AHP and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
  - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Subcontractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Subcontractor may access and utilize certain of AHP's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Subcontractor shall not use any of AHP's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of AHP. **Except as otherwise set forth herein, AHP shall not give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Subcontractor accesses any third-party Intellectual Property that is licensed to AHP, Subcontractor agrees to abide by all license and confidentiality restrictions applicable to AHP in the third-party's license agreement.
- (4) Subcontractor agrees to cooperate with AHP in establishing or maintaining AHP's and/or DHCS exclusive rights in the Intellectual Property, and in assuring AHP's or DHCS' sole rights against third parties with respect to the Intellectual Property. If the Subcontractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Subcontractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the

subcontractor assigning and agreeing to assign to AHP and/or DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the Subcontractor or AHP and which result directly or indirectly from this Agreement or any subcontract.

- (5) Subcontractor further agrees to assist and cooperate with AHP/DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce AHP's and/or DHCS' Intellectual Property rights and interests.

**b. Retained Rights / License Rights**

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or AHP and which result directly or indirectly from this Agreement, Subcontractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Subcontractor hereby grants to AHP/DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Subcontractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Subcontractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Subcontractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Subcontractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of AHP/DHCS, or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

**c. Copyright**

- (1) Subcontractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Subcontractor in connection with Subcontractor's performance of this Agreement shall be deemed "works made for hire." Subcontractor further agrees that the work of each person utilized by Subcontractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Subcontractor or that person has entered into an agreement with Subcontractor to perform the work. Subcontractor shall enter into a written agreement with any such person that: (i) all work performed for Subcontractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to AHP and/or DHCS to any work product made, conceived, derived from, or reduced to practice by Subcontractor or AHP and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or AHP and which result directly or indirectly from this Agreement, shall include AHP's or DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.], California Department of Health Care Services (or AHP if applicable). This material may not be reproduced or disseminated without prior written permission from California Department of Health Care Services (or AHP if applicable)." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

**d. Patent Rights**

With respect to inventions made by Subcontractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Subcontractor hereby grants to AHP and/or DHCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Subcontractor agrees to assign to AHP and/or DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist AHP and/or DHCS in securing United States and foreign patents with respect thereto.

**e. Third-Party Intellectual Property**

Except as provided herein, Subcontractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Subcontractor or a third party without first: (i) obtaining AHP's prior written approval; and (ii) granting to or obtaining for AHP and/or DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Subcontractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and AHP determines that the Intellectual Property should be included in or is required for Subcontractor's performance of this Agreement, Subcontractor shall obtain a license under terms acceptable to AHP and/or DHCS.

**f. Warranties**

(1) Subcontractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Subcontractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or DHCS or AHP and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Subcontractor.
- (d) Neither Subcontractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to AHP or DHCS in this Agreement.

- (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
  - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Subcontractor's performance of this Agreement.
- (2) AHP AND DHCS MAKE NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

**g. Intellectual Property Indemnity**

- (1) Subcontractor shall indemnify, defend and hold harmless AHP and DHCS and their licensees and assignees, and their officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Subcontractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Subcontractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of AHP's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or DCHS or AHP and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. AHP reserves the right to participate in and/or control, at Subcontractor's expense, any such infringement action brought against AHP.
- (2) Should any Intellectual Property licensed by the Subcontractor to AHP or DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Subcontractor will exercise its authority reasonably and in good faith to preserve AHP's/DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to AHP or DHCS. AHP shall have the right to monitor and appear through its own counsel (at Subcontractor's expense) in any such claim or action. In the defense or settlement of the claim, Subcontractor may obtain the right for AHP to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, AHP shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Subcontractor agrees that damages alone would be inadequate to compensate AHP or DHCS for breach of any term of this Intellectual Property provision by Subcontractor. Subcontractor acknowledges AHP or DHCS would suffer irreparable harm in the event of such breach and agrees AHP shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

#### **h. Federal Funding**

Because this Agreement is funded by the federal government, AHP and DHCS may acquire and maintain the Intellectual Property rights, title, and ownership which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to permit others to do so.

#### **i. Survival**

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

### **5. Air or Water Pollution Requirements**

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt by law.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

### **6. Prior Approval of Training Seminars, Workshops or Conferences**

Subcontractor shall obtain prior AHP approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Subcontractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Subcontractor to conduct routine business matters.

### **7. Confidentiality of Information**

- a. The Subcontractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Subcontractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Subcontractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Subcontractor's obligations under this Agreement.
- c. The Subcontractor and its employees, agents, or subcontractors shall promptly transmit to the AHP Contract Office or Project Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Subcontractor shall not disclose, except as otherwise specifically permitted by this

Agreement or authorized by the client, any such identifying information to anyone other than AHP without prior written authorization from the AHP Contract Office or Project Manager, except if disclosure is required by State or Federal law.

- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by AHP/DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

## **8. Documents, Publications and Written Reports**

(Applicable to agreements over \$5,000 under which publication, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports, and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

## **9. Human Subjects Use Requirements**

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Subcontractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

## **10. Debarment and Suspension Certification**

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Subcontractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376.

b. By signing this Agreement, the Subcontractor certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;

- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
- (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
- (5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.
- (6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
- (7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Subcontractor is unable to certify to any of the statements in this certification, the Subcontractor shall submit an explanation to AHP and the DHCS Program Contract Manager.

d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.

e. If the Subcontractor knowingly violates this certification, in addition to other remedies available to the Federal Government, AHP may terminate this Agreement for cause or default.

#### **11. Smoke-Free Workplace Certification**

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs with directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Subcontractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

- d. Subcontractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

## **12. Covenant Against Contingent Fees**

The Subcontractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Subcontractor for the purpose of securing business. For breach or violation of this warranty, AHP shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

## **13. Officials Not to Benefit**

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

## **14. Four-Digit Date Compliance**

(Applicable to agreements in which Technology (IT) services are provided to AHP or if IT equipment is procured.)

Subcontractor warrants that it will provide only Four-Digit Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere herein.

## **15. Prohibited Use of State Funds for Software**

(Applicable to agreements in which computer software is used in performance of the work.)

Subcontractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright law.

## **16. Use of Small, Minority Owned and Women's Businesses**

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e. procurement of goods and/or services). Subcontractors shall take all of the following steps to further this goal.

1. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
2. Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
3. Consider in the contract process whether firms competing for larger contracts intended to subcontract with small businesses, minority-owned firms, and women's business enterprises.
4. Encourage contracting with consortiums of small businesses, minority-owned firms, and women's business enterprises when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business



Development Agency in the solicitation and utilization of small businesses, minority-owned firms, and women's business enterprises.

### **17. Alien Ineligibility Certification**

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Subcontractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

### **18. Union Organizing**

(Applicable only to grant agreements.)

Subgrantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Subgrantee, by signing this Agreement hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote, or deter union organizing.
- b. Subgrantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Subgrantee shall, where state funds are not designated as described in herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Subgrantee makes expenditures to assist, promote or deter union organizing, Subgrantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Subgrantee shall provide those records to the Attorney General upon request.

### **19. Agreement Uniformity (Fringe Benefit Allowability)**

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
  - (1) Compensation for personal services paid currently or accrued by the Subcontractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
  - (2) Directors and executive committee member's fees.
  - (3) Incentive awards and/or bonus incentive pay.
  - (4) Allowances for off-site pay.
  - (5) Location allowances.
  - (6) Hardship pay.
  - (7) Cost-of-living differentials.
- c. Specific allowable fringe benefits include:
  - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:

- (1) Be necessary and reasonable for the performance of the Agreement.
  - (2) Be determined in accordance with generally accepted accounting principles.
  - (3) Be consistent with policies that apply uniformly to all activities of the Subcontract.
- e. Subcontractor agrees that all fringe benefits shall be at actual cost.

## 20. Suspension or Stop Work Notification

- a. AHP may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Subcontractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within thirty (30) working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from AHP. The resumption of work (in whole or part) will be at AHP's discretion and upon receipt of written confirmation.
  - (1) Upon receipt of a suspension or stop work notification, the Subcontractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.
  - (1) Within ninety (90) days of the issuance of a suspension or stop work notification, AHP shall either:
    - (a) Cancel, extend, or modify the suspension or stop work notification; or
    - (a) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.
- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Subcontractor may resume work only upon written concurrence of AHP.
- d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or agreement terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, AHP shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- f. AHP shall not be liable to the Subcontractor for loss of profits because of any suspension or stop work notification issued under this clause.

## 21. Public Communications

"Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

- A. Ensure visual-impaired, hearing impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices."

## **22. Compliance with Statutes and Regulations**

- a. The Subcontractor shall comply in all material respects with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Subcontractor's performance under the Agreement.
- b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431; subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR 434; Title 45 CFR Part 75, subpart D; and title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations, and they shall supersede any conflicting provisions in this Agreement.

## **23. Lobbying Restrictions and Disclosure Certification**

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

### **a. Certification and Disclosure Requirements**

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant or subgrant, which is subject to Section 1352 of the 31, U.S.C., are which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in this Attachment B, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in this Attachment B, entitled "Standard Form-LLL 'Disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with an agreement, or grant or any extension or amendment of that agreement, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure from previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
  - a. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
  - b. A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
  - c. A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to AHP Contract Office or Project Manager.

### **b. Prohibition**

Section 1352 of Title 31 U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any

federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, or agreement, grant, loan or cooperative agreement.

#### **24. Avoidance of Conflicts of Interest by Subcontractor**

- (1) AHP intends to avoid any real or apparent conflict of interest on the part of the Subcontractor, or employees, officers, and directors of the Subcontractor. AHP reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Subcontractor to submit additional information or a plan for resolving the conflict, subject to AHP review and prior approval.
- (2) Conflicts of interest include, but are not limited to:
  - a. An instance where the Subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the Agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Agreement.
  - b. An instance where the Subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties.
- (3) If AHP is or becomes aware of a known or suspected conflict of interest, the Subcontractor will be given an opportunity to submit additional information or to resolve the conflict. A Subcontractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by AHP to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by AHP and cannot be resolved to the satisfaction of AHP, the conflict will be grounds for terminating the Agreement. AHP may, at its discretion upon receipt of a written request from the Subcontractor, authorize an extension of the timeline indicated herein.

#### **25. Subcontractor Conduct and Filing Requirements**

- A. When a Subcontractor performs work on DHCS premises, the Subcontractor shall follow and adhere to all DHCS policies and procedures including, but not limited to, those governing health and safety, nondiscrimination, appropriate vehicle use, travel reimbursement, security and confidentiality of information, incompatible activities, acceptable employee conduct, information technology protocols and requirements, workplace violence prevention, and conflict of interest filing instructions (if applicable). Subcontractors may not access DHCS confidential, personal, or sensitive information until they have been trained on the DHCS policies and procedures for information privacy and security and sign a Confidentiality Statement. The training may be accomplished through on-line Privacy/Security Training on the DHCS intranet.

#### **26. Prohibited Follow-on Subcontracts**

- A. No person, firm, or subsidiary thereof who has been awarded a subcontract agreement may submit a bid for, nor be awarded an agreement for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end production of this Subcontract agreement.
- B. Paragraph A does not apply at any person, firm, or subsidiary thereof who is awarded a subcontract agreement which totals more than 10 percent of the total monetary value of the consulting services agreement.
- C. Paragraphs A and B do not apply to subcontract agreements subject to Chapter 10 (commencing with Section 4525) of Division 5 of Title 1 of the Government Code.

State of California  
Department of Health Care Services  
**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding, or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<b>Name of Subcontractor</b>	<b>Printed Name of Person Signing for Subcontractor</b>
<b>California Department of Health Care Services</b> <b>Agreement No.: 21-10368</b> <i>Behavioral Health</i> <i>Continuum Infrastructure Program (BHCIP)</i>	
<b>Contract/Grant Number</b>	<b>Signature of Person Signing for Subcontractor</b>
<b>Date</b>	<b>Title</b>

After execution by or on behalf of Subcontractor, please return to:  
*Advocates for Human Potential, Inc.* (on behalf of California Department of Health Care Services)

**CERTIFICATION REGARDING LOBBYING**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p><b>1. Type of Federal Action:</b>                  a. Contract                  b. Grant                  c. Cooperative agreement                  d. Loan                  e. Loan guarantee                  f. Loan insurance</p>	<p><b>2. Status of Federal Action:</b>                  a. bid/offer/application                  b. initial award                  c. post-award</p>	<p><b>3. Report Type:</b>                  a. Initial filing                  b. Material change</p> <p>For Material Change Only:                  Year _____ Quarter _____                  Date of Last Report _____</p>
<p><b>Name and Address of Reporting Entity:</b></p> <p><input type="checkbox"/> Prime                      <input checked="" type="checkbox"/> Subawardee</p> <p>Tier _____, if known</p> <p>Congressional District, if known:</p>	<p><b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b></p> <p>ADVOCATES FOR HUMAN POTENTIAL, INC. (AHP)                  490-B Boston Post Road, Sudbury, MA 01776-3365</p> <p>Congressional District, if known: 5th</p>	
<p><b>Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable, _____</p>	
<p><b>Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b>                  \$ _____</p>	
<p><b>10a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</b></p>	<p><b>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</b></p>	
<p><b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No. _____</p> <p>Date: _____</p>	

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date and of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g. the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, in known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g. Request for Proposal (RFP) number; Invitation for Bid (IFB); grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMN No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

## Business Associate Agreement (“BAA”) Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement).
2. The term “Agreement” as used in this document refers to and includes both this BAA Addendum and the contract to which this BAA is attached as an addendum/exhibit, if any.
3. For purposes of this Agreement, the term “Business Associate” shall have the same meaning as set forth in 45 CFR section 160.103.
4. **Subcontractor, the Covered Entity**, understands that **Business Associate (ADVOCATES FOR HUMAN POTENTIAL, “AHP”)** may create, receive, maintain, transmit to the California Department of Health Care Services (DHCS) or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by federal and/or state laws.
  - 4.1 As used in this Agreement and unless otherwise stated, the term “PHI” refers to and includes both “PHI” as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
  - 4.2 As used in this Agreement, the term “confidential information” refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.
5. Business Associate is acting on DHCS’s behalf and provides services or arranges, performs, or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, “use or disclose PHI”) in order to fulfill Business Associate’s obligations under this Agreement. Business Associate and Subcontractor are each a party to this Agreement and are collectively referred to as the “parties.”
6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.
7. **Permitted Uses and Disclosures of PHI by Business Associate.** Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of Covered Entity, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by Business Associate.
  - 7.1 **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.



## **8 Compliance with Other Applicable Law.**

- 8.1** To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, "more protective") privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:
- 8.1.1** To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and
- 8.1.2** To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 18 of this Agreement.
- 8.2** Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.
- 8.3** If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

## **9 Additional Responsibilities of Business Associate.**

- 9.1 Nondisclosure.** Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.
- 9.2 Safeguards and Security.**
- 9.2.1** Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.
- 9.2.2** Business Associate shall, at a minimum, utilize an industry-recognized security framework when selecting and implementing its security controls, and shall maintain continuous compliance with its selected framework as it may be updated from time to time. Examples of industry-recognized security frameworks include but are not limited to:
- 9.2.2.1** NIST SP 800-53 - National Institute of Standards and Technology Special Publication 800-53
- 9.2.2.2** FedRAMP - Federal Risk and Authorization Management Program
- 9.2.2.3** PCI - PCI Security Standards Council
- 9.2.2.4** ISO/ESC 27002 - International Organization for Standardization/International Electrotechnical Commission standard 27002
- 9.2.2.5** IRS PUB 1075 - Internal Revenue Service Publication 1075

### 9.2.2.6 HITRUST CSF - HITRUST Common Security Framework

**9.2.3** Business Associate shall employ FIPS 140-2 compliant encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

**9.2.4** Business Associate shall apply security patches and upgrades, and keep virus software up to date, on all systems on which PHI and other confidential information may be used.

**9.3. Business Associate's Agent.** Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

- 10. Mitigation of Harmful Effects.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.
- 11. Access to PHI.** Business Associate shall make PHI available in accordance with 45 CFR section 164.524.
- 12. Amendment of PHI.** Business Associate shall make PHI available for amendment and incorporate any amendments to PHI in accordance with 45 CFR section 164.526.
- 13. Accounting for Disclosures.** Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.
- 14. Compliance with DHCS Obligations.** To the extent Business Associate is to carry out an obligation under 45 CFR Part 164, Subpart E, Business Associate shall comply with the requirements of the subpart that apply in the performance of such obligation.
- 15. Access to Practices, Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of Covered Entity available to Covered Entity upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining compliance with 45 CFR Part 164, Subpart E.
- 16. Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, Covered Entity that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify Covered Entity of the conditions that make the return or destruction infeasible and Business Associate and Covered Entity shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- 17. Special Provision for SSA Data.** If Business Associate receives data from or on behalf of Covered Entity that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between Covered Entity, Business Associate shall provide, upon request by Covered Entity, a list of all employees and agents who have access to such data.

**18 Breaches and Security Incidents.** Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

**18.1 Notice to Covered Entity.**

**18.1.1** Business Associate shall notify Covered Entity immediately upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Business Associate is unable to provide notification by email, then Business Associate shall provide notice by telephone to Covered Entity.

**18.1.2** Business Associate shall notify Covered Entity within 24 hours by email (or by telephone if Business Associate is unable to email Covered Entity) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

**18.1.2.1** Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

**18.1.2.2** Any suspected security incident that risks unauthorized access to PHI and/or other confidential information;

**18.1.2.3** Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

**18.1.2.4** Potential loss of confidential information affecting this Agreement.

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

**18.1.3** Prompt action to mitigate any risks or damages involved with the security incident or breach; and

**18.1.4** Any action pertaining to such unauthorized disclosure required by **applicable federal and state law.**

**18.2 Investigation.** Business Associate shall immediately investigate such security incident or confidential breach.

**18.3 Complete Report.** Business Associate shall provide a complete report of the investigation to Covered Entity contacts within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If Covered Entity requests information in addition to that requested through the PIR form, Business Associate shall make reasonable efforts to provide Covered Entity with such information. A "Supplemental PIR" may be used to submit revised or additional information after the Final PIR is submitted. Covered Entity will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

**18.3.1** If Business Associate does not complete a Final PIR within the ten (10) working day timeframe, Business Associate shall request approval from Covered Entity within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

**18.4 Notification of Individuals.** If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications, and DHCS's review and approval must be obtained before the notifications are made.

**18.5 Responsibility for Reporting of Breaches to Entities Other than Covered Entity.** If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

**19 Responsibility of Covered Entity.** Covered Entity agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

**20 Audits, Inspection and Enforcement.**

**20.1** If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify Covered Entity unless it is legally prohibited from doing so.

**21 Termination.**

**21.1 Termination for Cause.** Upon Covered Entity's knowledge of a violation of this Agreement by Business Associate, Covered Entity may in its discretion:

**21.1.1** Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by Covered Entity; or

**21.1.2** Terminate this Agreement if Business Associate has violated a material term of this Agreement.

**21.2 Judicial or Administrative Proceedings.** Covered Entity may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

**22 Miscellaneous Provisions.**

**22.1 Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

**22.2 Amendment.**

**22.2.1** Any provision of this Agreement that is in conflict with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

**22.2.2** Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

**22.3 Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and its employees and agents available to Covered Entity at no cost to Covered Entity to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers and/or employees based upon claimed violation of HIPAA that involves inactions or actions by the Business Associate.

**22.4 No Third-Party Beneficiaries.** Nothing in this Agreement is intended to or shall confer upon any third person any rights or remedies whatsoever.

**22.5 Interpretation.** The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

**22.6 No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

**Attachment C  
Subcontractor Certification**

**Subcontractor Certification Clause**

CCC 04/2017

**CERTIFICATION**

I, the official named below, **CERTIFY UNDER PENALTY OF PERJURY** that I am duly authorized to legally bind the prospective Subcontractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Subcontractor/Bidder Firm Name	Federal ID Number

**By (Authorized Signature)**

---

**Printed Name and Title of Person Signing**

Date Executed	Executed in the County of

**SUBCONTRACTOR CERTIFICATION CLAUSES**

**PART I - STATEMENT OF COMPLIANCE:**

Subcontractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

**PART II - DRUG-FREE WORKPLACE REQUIREMENTS:**

Subcontractor 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 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 Subcontractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Subcontractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

#### NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Subcontractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Subcontractor within the immediately preceding two-year period because of Subcontractor's failure to comply with an order of a Federal court which orders Subcontractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

#### SUBCONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE-PRO BONO REQUIREMENT

Subcontractor hereby certifies that subcontractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Subcontractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Agreement 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 Agreement period of less than a full year or 10% of its Agreement 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.

#### SWEATFREE CODE OF CONDUCT:

- a. All Subcontractors 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 Agreement, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the Agreement 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 subcontractor 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](http://www.dir.ca.gov) and Public Contract Code Section 6108.
- a. The subcontractor agrees to cooperate fully in providing reasonable access to the subcontractor'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 subcontractor's compliance with the requirements under paragraph (a).

#### DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

**LABOR CODE/WORKERS COMPENSATION:**

Subcontractor 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 Subcontractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

**AMERICAN WITH DISABILITIES ACT:**

Subcontractor 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. (42U.S.C. 12101 et seq.)

**SUBCONTRACTORS NAME CHANGE:**

An amendment is required to change the Subcontractor'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.

**CORPORATE QUALIFICATION 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 subcontractor 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 subcontractor 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.

**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.

**AIR OR WATER POLLUTION VIOLATION:**

Under the State laws, the Subcontractor 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.

**PAYEE DATA RECORD FORM STD. 204:**

This form must be completed by all subcontractors that are not another state agency or other government entity.

**1. CALIFORNIA CIVIL RIGHTS LAWS:** For Agreement executed or renewed after January 1, 2017, the subcontractor 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 DISCRIMINATION POLICIES:** For Agreements executed or renewed after January 1, 2017, if a con Subcontractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Subcontractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code).



**Behavioral Health Continuum Infrastructure Program (BHCIP)  
Behavioral Health County and Tribal Planning Grant  
STATEMENT OF WORK (SOW)**

Planning SOW Start Date: January 3, 2022  
Planning SOW End Date: December 16, 2022  
Agency Name: County of Inyo

Item	Billing Code	Description/Deliverable	Amount	Due Date
1.	Period 1 1/3/22- 2/1/22	<p><b>Initial Planning Activities</b></p> <ul style="list-style-type: none"> <li>a. Complete BHCIP grantee contact information survey</li> <li>b. Submit executed subcontract to AHP</li> </ul>	\$60,000.00	2/1/22
2.	Period 2 2/2/22 – 7/31/22	<p><b>Planning Activities</b></p> <ul style="list-style-type: none"> <li>a. Engage and coordinate with stakeholders.</li> <li>b. Develop a plan with goals, objectives, and strategies for building behavioral health facility capacity, to include: identification of project lead, description of goals, time-oriented objectives and strategies, a description of the infrastructure barriers, strategies and solutions, an outline of partnerships for implementation, staffing plan strategies, list of required resources and plans to acquire said resources (“Action Plan”). The Action Plan shall be submitted no later than 12/16/22. Approval by AHP is required prior to any additional predevelopment activities being performed.</li> <li>c. Draft Interim Report, as required by AHP.</li> <li>d. Attend coaching calls and quarterly TA activities including webinars and learning collaboratives (“Quarterly Activities”), as scheduled by AHP.</li> </ul> <p><b>Submit</b></p> <ul style="list-style-type: none"> <li>• Interim Report for Period 1 (1/3/22-2/1/22) and Period 2 (2/2/22-7/31/22) utilizing AHP template</li> </ul>	\$60,000.00	7/31/22

3.	Period 3 8/1/2022- 12/16/22	<p><b>Planning Activities</b></p> <ul style="list-style-type: none"> <li>a. Engage and coordinate with stakeholders</li> <li>b. Develop outreach materials for stakeholders</li> <li>c. Plan and conduct at least one (1) stakeholder meeting to solicit feedback</li> <li>d. Attend Quarterly Activities, as scheduled by AHP</li> <li>e. Draft Final Report as required by AHP</li> </ul> <p><b>Submit</b></p> <ul style="list-style-type: none"> <li>• Action Plan for approval by AHP utilizing template provided by AHP</li> <li>• Final Report to include any predevelopment activities, if applicable, utilizing template provided by AHP</li> </ul>	\$30,000.00	12/16/22
<b>CONTRACT TOTAL</b>			<b>\$150,000.00</b>	

**ATTACHMENT E  
PAYMENT SCHEDULE  
SUBCONTRACTOR FUNDING/BUDGET  
County of Inyo**

<b>Quarter #/Date Range</b>	<b>Invoice Description</b>	<b>Amount of Invoice</b>
Period 1: <b>01/3/22 – 2/1/22</b>	Progress Report detailing progress made towards Deliverable 1	\$60,000.00
Period 2: <b>2/2/22 – 7/31/22</b>	Progress Report detailing progress made towards Deliverable 2	\$60,000.00
Period 3: <b>8/01/22 – 12/31/22</b>	Progress Report detailing progress made towards Deliverable 3	\$30,000.00
<b>Total Deliverables and Other Directs</b>		<b>\$150,000.00</b>



# County of Inyo



## Health & Human Services - Behavioral Health

### CONSENT - ACTION REQUIRED

**MEETING:** August 16, 2022

**FROM:** Lucy Vincent

**SUBJECT:** Mental Health Plan (MHP) Contract No. 22-20105 for Mental Health Services

---

**RECOMMENDED ACTION:**

Request Board ratify and approve the performance contract between the County of Inyo and the State of California Department of Healthcare Services for the provision of county mental health services for the period of July 1, 2022 through June 30, 2027, and authorize the Health and Human Services Director to sign.

**SUMMARY/JUSTIFICATION:**

This contract comes before you for ratification as it was received after July 1, 2022, for the fiscal years beginning July 1, 2022 until June 30, 2027. The Standard Performance contract sets forth the conditions that the Counties must meet to receive funds as related to the Mental Health Services Act (MHSA), the Lanterman-Petris-Short (LPS) Act for involuntary services; the Projects for Assistance in Transition from Homelessness (not accessed in Inyo), the Community Mental Health Services Grant (MH SBG), the Crisis Counseling Assistance and Training program (as needed for disaster), and community mental health services provided with realignment funds not related to Medi-Cal services. The contract reflects the mental health programs in the Governor's mental health budget. This is an agreement with DHCS that the County will comply with the statutory regulations and requirements that govern the planning, use, tracking and reporting of the mental health funds. The program specifications related to MHSA are spelled out in detail. There are also general provisions such as maintenance of effort, program principles, reimbursement methods, quality assurance and improvement, performance outcomes, patients' rights, and record keeping, as well as reference to the regulations that govern these areas. The performance contract includes exhibits that address fund provision, information confidentiality and security requirements, including the HIPAA Business Associate's Agreement, and the contract certification clause. The contract also includes the signed agreement for information exchange between DHCS and the Social Security Administration.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could deny approval of the performance contract. This would impact the County's ability to access the various Mental Health 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 as it is a performance contract that 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
2. Exhibit A Inyo 22-20105
3. Exhibit B Inyo 22-20105
4. Exhibit D(F) Inyo 22-20105
5. Exhibit E Inyo 22-20105
6. Exhibit F Inyo 22-20105
7. Contractor Certification Clause

**APPROVALS:**

Lucy Vincent	Created/Initiated - 8/1/2022
Darcy Ellis	Approved - 8/2/2022
Lucy Vincent	Approved - 8/2/2022
Anna Scott	Approved - 8/8/2022
Melissa Best-Baker	Approved - 8/9/2022
John Vallejo	Approved - 8/11/2022
Anna Scott	Final Approval - 8/11/2022

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>22-20103</b>	PURCHASING AUTHORITY NUMBER (If Applicable)
-------------------------------------	---

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, 2022

THROUGH END DATE

June 30, 2027

3. The maximum amount of this Agreement is:

\$0.00 (Zero Dollars and Zero Cents)

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	2 Pages
Exhibit A - Attachment 1	Organization and Administration	6 Pages
Exhibit A - Attachment 2	Scope of Services	10 Pages
+ - Exhibit A - Attachment 3	Financial Requirements	5 Pages
+ - Exhibit A - Attachment 4	Management Information Systems	3 Pages
+ - Exhibit A - Attachment 5	Quality Improvement System	6 Pages
+ - Exhibit A - Attachment 6	Utilization Management Program	3 Pages
+ - Exhibit A - Attachment 7	Access and Availability of Resources	4 Pages
+ - Exhibit A - Attachment 8	Provider Network	12 Pages
+ - Exhibit A - Attachment 9	Documentation Requirements	1 Page
+ - Exhibit A - Attachment 10	Coordination and Continuity of Care	3 Pages
+ - Exhibit A - Attachment 11	Information Requirements	12 Pages

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>22-20103</b>	PURCHASING AUTHORITY NUMBER (If Applicable)
-------------------------------------	---

Exhibits	Title	Pages
+ - Exhibit A - Attachment 12	Beneficiary Problem Resolution	23 Pages
+ - Exhibit A - Attachment 13	Program Integrity	7 Pages
+ - Exhibit A - Attachment 14	Reporting Requirements	3 Pages
+ - Exhibit A - Attachment 15	Peer Support Services	2 Pages
+ - Exhibit B	Budget Detail and Payment Provisions	6 Pages
+ - Exhibit C *	General Terms and Conditions (04/2017)	
+ - Exhibit D(F)	Special Terms and Conditions (Notwithstanding Provisions 2, 3, 4, 6, 8, 13, 15, 23, 26, 30, and 31 which do not apply to this agreement.)	39 Pages
+ - Exhibit E	Additional Provisions	17 Pages
+ - Exhibit E Attachment 1	Definitions	6 Pages
+ - Exhibit E Attachment 2	Service Definitions	6 Pages
+ - Exhibit F	Privacy and Security Provisions	6 Pages

*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

*These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

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

**CONTRACTOR**

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

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	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 22-20103	PURCHASING AUTHORITY NUMBER (If Applicable)
------------------------------	---

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS

1501 Capitol Ave, 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)

WIC 14703



**Exhibit A  
SCOPE OF WORK**

**1. Service Overview**

The 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><b>Department of Health Care Services</b> Erika Cristo Telephone: (916) 713-8546 Email: <a href="mailto:Erika.Cristo@dhcs.ca.gov">Erika.Cristo@dhcs.ca.gov</a></p>	<p><b>Inyo County Health &amp; Human Services Behavioral Health (ICHHS-BH)</b> Marilyn Mann, HHS Director Telephone: 760-873-3305 Fax: 760-873-6505 Email: <a href="mailto:mmann@inyocounty.us">mmann@inyocounty.us</a></p>
---	---

B. Direct all inquiries to:

<p><b>Department of Health Care Services</b> Medi-Cal Behavioral Health Division/Program Policy Section Attention: Dee Taylor 1501 Capitol Avenue, MS 2702 Sacramento, CA, 95814 Telephone: (916) 713-8509 Email: <a href="mailto:Dee.Taylor@dhcs.ca.gov">Dee.Taylor@dhcs.ca.gov</a></p>	<p><b>Inyo County Health &amp; Human Services Behavioral Health (ICHHS-BH)</b> Attention: Marilyn Mann 1360 North Main Street, Suite 201, Bishop, CA 93514 Telephone: 760-873-3305 Fax: 760-873-6505 Email: <a href="mailto:mmann@inyocounty.us">mmann@inyocounty.us</a></p>
--	--

**Exhibit A**  
**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 §14727. 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 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. Electronic and IT Accessibility Requirements Under the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990**

The Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation 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. 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 15 for a detailed description of the services to be performed.

**Exhibit A – Attachment 1**  
**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).)
- 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  
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, the Contractor may delegate duties and obligations of Contractor under this contract to subcontracting entities if the Contractor determines that the subcontracting entities selected are able to perform the delegated duties in an adequate manner in compliance with the requirements of this contract. The Contractor shall maintain ultimate responsibility for adhering to and otherwise 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. § 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  
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.
  - 8) Provisions for full and partial revocation of the subcontract, delegated activities or obligations, or application of other remedies

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

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.
- 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).) 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. The Department's inspection shall occur at the subcontractor's place of business, premises or physical facilities. (42 C.F.R. § 438.230(c)(3)(iv).)
- 11) Subcontractor shall maintain books and records of its work pursuant to its subcontract, 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.
- 13) Subcontractor's agreement to hold harmless both the State and beneficiaries in the event the Contractor cannot or does not pay for

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

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. The Contractor's officers and employees shall not have a financial interest in this Contract or a subcontract of this Contract made by them in their official capacity, or by any body or board of which they are members unless the interest is remote. (Gov. Code §§ 1090, 1091; 42 C.F.R. § 438.3(f)(2).)
- C. No public officials at any level of local government shall make, participate in making, or attempt to use their official positions to influence a decision made within the scope of this Contract in which they know or have reason

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

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

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



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

**1. Criteria for Beneficiaries to Access Specialty Mental Health Services**

Effective January 1, 2022, the Contractor shall implement the criteria for access to SMHS (except for psychiatric inpatient hospital and psychiatric health facility services) established below, update the Contractor's policies and procedures as needed to ensure compliance with this policy effective January 1, 2022, and communicate these updates to providers as necessary.

In addition, the Contractor shall update beneficiary handbooks, manuals, and related materials to ensure the criteria for SMHS for individuals under 21 years of age and for adults is accurately reflected in all materials, including materials reflecting the responsibility of Medi-Cal managed care plans and the Fee for Service delivery system for covering non-specialty mental health services.(BHIN 21-073).

A. Pursuant to Welf. & Inst. Code section 14184.402(a) the following definitions of "medical necessity" or "medically necessary" apply:

- 1) For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5
- 2) For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code. This section requires provision of all Medicaid-coverable services needed to correct and ameliorate mental illness and conditions. Federal guidance from the Centers for Medicare & Medicaid Services makes it clear that services need not be curative or restorative to ameliorate a mental health condition. All mental health services that are not covered under Medi-Cal Fee For Service (FFS) or by Managed Care Plans as non-specialty mental health services as established in W&I Code section 14184.402(b) that sustain, support, improve, or make more tolerable a mental health condition are considered to ameliorate the mental health condition are thus medically necessary and covered as EPSDT services and the Contractor shall cover them for beneficiaries who meet the criteria for access to the specialty mental health delivery system.

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

Services provided to a beneficiary must be medically necessary and clinically appropriate to address the beneficiary's presenting condition.

**B. Criteria for Adult Beneficiaries to Access the Specialty Mental Health Services Delivery System**

For beneficiaries 21 years of age or older, the Contractor shall provide covered specialty mental health services for beneficiaries who meet both of the following criteria, (1) and (2) below:

1. The beneficiary has one or both of the following:
  - a. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities
  - b. A reasonable probability of significant deterioration in an important area of life functioning

AND

2. The beneficiary's condition as described in paragraph (1) is due to either of the following:
  - a. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems
  - b. A suspected mental disorder that has not yet been diagnosed

**C. Criteria for Beneficiaries under Age 21 to Access the Specialty Mental Health Services Delivery System**

For enrolled beneficiaries under 21 years of age, Contractor shall provide all medically necessary specialty mental health services required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered specialty mental health services shall be provided to enrolled beneficiaries who meet either of the following criteria:

- 1) The beneficiary has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool

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

approved by the department, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.

OR

2) The beneficiary meets both of the following requirements in a and b below:

a. The beneficiary has at least one of the following:

- i. A significant impairment
- ii. A reasonable probability of significant deterioration in an important area of life functioning
- iii. A reasonable probability of not progressing developmentally as appropriate
- iv. A need for specialty mental health services, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal managed care plan is required to provide

AND

b. The beneficiary's condition as described in subparagraph (A) is due to one of the following:

- i. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems
- ii. A suspected mental health disorder that has not yet been diagnosed
- iii. Significant trauma placing the beneficiary at risk of a future mental health condition, based on the assessment of a licensed mental health professional

**2. Provision of Services**

A. The Contractor shall provide or arrange, and pay for, the following medically necessary covered specialty mental health services to beneficiaries who meet access criteria for receiving specialty mental health services. See Exhibit E, Attachment 2, Service Definitions, for detailed descriptions of the specialty mental health services listed below:

- 1) Mental health Services;

**Exhibit A – Attachment 2  
SCOPE OF 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;
- 15) Targeted Case Management;
- 16) Peer Support Services (If the Contractor has opted to provide Peer Support Services and has been approved by DHCS, the Contractor shall comply with the peer support services provisions in Attachment 15); and
- 17) For beneficiaries under the age of 21, 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)).

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

- 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). The Contractor is only required to provide inpatient and outpatient specialty mental health services, as provided for in this Contract and as required pursuant to section 1396d(r) of Title 42 of the United States Code, 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 criteria to access SMHS, documented in accordance with state and federal requirements.
- D. The Contractor shall provide or arrange and pay for all medically necessary covered specialty mental health services in a sufficient amount, duration, and 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 specialty mental health service solely because of diagnosis, type of illness, or condition of the beneficiary. The Contractor may deny services based on Welfare and Institutions Code sections 14184.402, subdivisions (a), (c), and (d), 14059.5; and departmental guidance and regulation. (42 C.F.R. § 438.210(a)(2) and (3).)
- E. The Contractor shall make all medically necessary covered specialty mental health services available in accordance with Cal. Code-Regs., tit. 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 criteria for access to SMHS, the contractor shall provide for a second opinion by a licensed mental health professional (other than a psychiatric technician or a licensed vocational nurse). (Cal. Code Regs., tit. 9, § 1810.405(e).)

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

- G. The Contractor shall provide a beneficiary's choice of the person providing services to the extent feasible in accordance with Cal. Code-Regs., tit. 9, section 1830.225 and 42 Code of Federal Regulations part 438.3(l).

**3. Requirements for Day Treatment Intensive and Day Rehabilitation**

- A. The Contractor shall require providers to request prior authorization for day treatment intensive and day rehabilitation services, in accordance with Information Notice 22-016 and any subsequent departmental notices.
- B. The Contractor shall require that providers of day treatment intensive and day rehabilitation meet the requirements of Cal. Code Regs., tit. 9, §§ 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) 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 and 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.
  - 2) Process groups. These groups, facilitated by staff, shall assist each beneficiary to develop necessary skills to deal with their 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

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

may include psychotherapy instead of process groups, or in addition to process groups.

- 3) 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.
- 4) 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 to utilize the 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.

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.

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

- 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 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 Cal. Code Regs., tit. 9, section 1840.350, for day treatment intensive, and Cal. Code Regs., 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 the Contractor and the Department to audit the program if it uses day treatment intensive or day



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

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. 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. 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 requirements in BHIN 22-019.
- 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 the date the provider begins delivering day treatment intensive or day rehabilitation.

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

- J. 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 of 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.

**4. Therapeutic Behavioral Services**

Therapeutic Behavioral Services (TBS) are specialty mental health services covered as Early and Periodic Screening, Diagnostic and Treatment (EPSDT). (Cal. Code Regs., tit. 9, § 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 is described in the Department of Mental Health Information Notice 08-38.

**Exhibit A – Attachment 3  
FINANCIAL REQUIREMENTS**

**1. Provider Compensation**

The Department shall ensure that no payment is made to a network provider other than by the Contractor for services covered under this agreement, except when these payments are specifically required to be made by the Department in Title XIX of the Act, in 42 CFR chapter IV. (42 C.F.R. § 438.60.)

**2. Payments for Indian Health Care Providers**

- A. The Contractor shall make payment to all Indian Health Care Providers (IHCPs) (42 CFR 438.14(a)) 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 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. The 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).)
- C. The Contractor shall comply with guidance issued by DHCS regarding Payments for Indian Health Care Providers.

**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:

**Exhibit A – Attachment 3  
FINANCIAL REQUIREMENTS**

- 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 the Welf. & Inst. Code § 14705(c), unless that date is extended by the Department, 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

**Exhibit A – Attachment 3  
FINANCIAL REQUIREMENTS**

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

**7. Recovery of Overpayments**

**Exhibit A – Attachment 3  
FINANCIAL REQUIREMENTS**

- A. The Contractor, and any subcontractor or any network provider of the Contractor, shall report to the Department within 60 calendar days when it has identified payments in excess of amounts specified for reimbursement of Medicaid services. (42 C.F.R. § 438.608(c)(3).)
- B. The Contractor, or subcontractor, to the extent that the subcontractor is delegated responsibility for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures that include provision for the suspension of payments to a network provider for which the State, or the Contractor, determines there is a credible allegation of fraud. (42 C.F.R. §§ 438.608(a)(8) and 455.23.)
- C. The Contractor shall specify the retention policies for the treatment of recoveries of all overpayments from the Contractor to a provider, including specifically the retention policies for the treatment of recoveries of overpayments due to fraud, waste, or abuse. The policy shall specify the process, timeframes, and documentation required for reporting the recovery of all overpayments. The Contractor shall require its network providers to return any overpayment to the Contractor within 60 calendar days after the date on which the overpayment was identified. 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. Contractor shall comply with the reporting requirements, and other requirements, in BHIN 19-034. (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 between the Contractor and a subcontractor (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.
  - 2) Specific payment can be made directly or indirectly under a Physician Incentive Plan to a physician or physician group as an

**Exhibit A – Attachment 3  
FINANCIAL REQUIREMENTS**

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).)
- 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. ICD- 10**

- A. The Contractor shall use the criteria sets in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5), or current edition, as the clinical tool to make diagnostic determinations.
- B. Once a DSM-5 mental health disorder 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), or current edition. 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).

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

- B. 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. MEDSLITE ACCESS**

The Contractor shall perform the following:

- A. Establish County Behavioral Health MEDSLITE Coordinators (MEDSLITE Coordinators) to work with DHCS. These MEDSLITE Coordinators are required to sign and submit an Oath of Confidentiality to DHCS. Only these designated MEDSLITE Coordinators may initiate requests to add, delete, or otherwise modify a MEDSLITE user account. These MEDSLITE Coordinators are responsible for maintaining an active list of the Contractor's users with MEDSLITE access and collecting a signed MEDSLITE Oath of Confidentiality from each user. The MEDSLITE Coordinators are responsible for ensuring users are informed they cannot share user accounts, that MEDSLITE is to be used for only authorized purposes, and that all activity is logged. The MEDSLITE Coordinators may be changed by written notice to DHCS. They should be employees at an appropriate level in the organization, with sufficient responsibility to carry out the duties of this position. The MEDSLITE Coordinators will provide, assign, delete, and track user login identification information for authorized staff members. They are responsible for ensuring processes are in place which result in prompt MEDSLITE account deletion requests when the Contractor's users leave employment or no longer require access due to change in job duties.

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

- B. Ensure that information furnished or secured via MEDSLITE shall be used solely for the purposes described in this Agreement. The information obtained from MEDSLITE shall be used exclusively to administer the Medi-Cal program. The Contractor further agrees that information obtained under this Agreement will not be reproduced, published, sold, or released in original or any other form for any purpose other than identified in this Agreement.
- C. Ensure that any agents, including a subcontractor, (if prior approval is obtained from DHCS) to whom they provide DHCS data, agree in writing to the same requirements for privacy and security safeguards for confidential data that apply to the Contractor with respect to this Agreement. The Contractor shall seek prior written approval from DHCS before providing DHCS data to a subcontractor.
- D. Adhere to security and confidential provisions outlined in Exhibit F, the Privacy and Security Provisions for the protection of any information exchanged between Contractor Name and the DHCS.
- E. During the term of this Agreement, the Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident involving DHCS data following the process outlined within Section 17 of Exhibit F, the Privacy and Security Provisions of this Agreement.
- F. In order to enforce this MEDSLITE ACCESS provision, the Contractor agrees to assist DHCS in performing compliance assessments. These assessments may involve compliance review questionnaires, and/or review of the facilities, systems, books, and records of the Contractor, with reasonable notice from DHCS. Such reviews shall be scheduled at times that take into account operational and staffing demands. The Contractor agrees to promptly remedy all violations of any provision of this Agreement and certify the same to DHCS in writing, or to enter into a written Corrective Action Plan with DHCS containing deadlines for achieving compliance with specific provisions of this Agreement.

**Exhibit A – Attachment 5  
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 the Contractor's established outcomes through structural and operational processes and activities that are consistent with current standards of practice.
- C. The Contractor shall have a written description of the QAPI Program that clearly defines the QAPI Program's structure and elements, assigns responsibility to appropriate individuals, and adopts or establishes quantitative measures to assess performance and to identify and prioritize area(s) for improvement. The Contractor shall evaluate the impact and effectiveness of its QAPI Program annually and update the Program as necessary 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:

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

- 1) Surveying beneficiary/family satisfaction with the Contractor's services at least annually;
  - 2) Evaluating beneficiary grievances, appeals and State 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. The Contractor's QAPI Program shall include Performance Improvement Projects as specified in paragraph 5.

**2. Quality Improvement (QI) Work Plan**

- G. 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, State Hearings, expedited State 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  
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 document QI Committee meeting minutes regarding decisions and actions taken.

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

- 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 in the planning, design and execution of the QI Program by the Contractor's practitioners and providers, beneficiaries who have accessed specialty mental health services through the Contractor, family members, legal representatives, or other persons similarly involved with beneficiaries 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;
  - 7) Incorporating successful interventions into the Contractor's operations as appropriate; and

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

- 8) Reviewing beneficiary grievances, appeals, expedited appeals, State Hearings, expedited State 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).)
- 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).)

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

**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; and
  - 4) They are reviewed and updated periodically as appropriate. (42 C.F.R. § 438.236(b).)
- C. The 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. The 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  
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 Cal. Code Regs., tit. 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 criteria for access to SMHS and for the purpose of utilization control, provided that the services furnished are sufficient in amount, duration and scope to reasonably achieve the purpose for which the services are furnished. (42 C.F.R. § 438.210(a)(4)(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.

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

**2. Service Authorization**

- A. Contractor shall implement mechanisms to assure authorization decision standards are met in accordance with Behavioral Health Information Notices (BHINs) 22-016 and 22-017, 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. The Contractor shall comply with authorization timeframes in accordance with BHINs 22-016 and 22-017, 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).)

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

- 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), and documents, 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).
  
- D. 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**  
**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. C, 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 criteria for access to 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 criteria for access to 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 criteria for access to 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, 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).)

**Exhibit A – Attachment 7**  
**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 Cal. Code Regs., tit. 9, section 1810.365. (42 C.F.R. § 438.206(b)(5).)
- C. The Contractor shall comply with the requirements of Cal. Code Regs., 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, the 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. Foster Children Placed Out-of-County**

- A. In accordance with Welf. & Inst. Code 14717.1, the Contractor shall be responsible to authorize, pay, provide or arrange for medically necessary specialty mental health services for foster children 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 (Mental Health and Substance Use Disorder

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

(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's 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.
5. Children in Adoption Assistance Program (AAP) and Kinship Guardian Assistance Payment (Kin-GAP)
- A. The Contractor shall provide or arrange for the provision of medically necessary specialty mental health services to a child in the Adoption Assistance Program (AAP) residing within their adoptive parents' county of residence in the Contractor's county. These services are to be provided in the same way as the Contractor would provide services to any other child for whom the Contractor's county is listed as the county of responsibility on the Medi-Cal Eligibility Data System (MEDS). When treatment authorization requests are required, the Contractor shall be responsible for submitting treatment authorization requests to the mental health plan in the child's county of origin. (Welf. & Inst. Code § 16125.)
  - B. The Contractor shall provide or arrange for the provision of medically necessary specialty mental health services to a child in the Kinship-Guardian Assistance Program (Kin-GAP) residing within their legal guardian's county of residence in the Contractor's county. These services are to be provided in the same way that the Contractor would provide services to any other child for whom the Contractor county is listed as the

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

county of responsibility on the MEDS. When treatment authorization requests are required, the Contractor shall be responsible for submitting treatment authorization requests to the mental health plan in the child's county of origin. (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 22-016 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 22-016 and any applicable Departmental notices issued after the effective date of this contract, when processing or submitting authorization requests for children in AAP, or Kin-GAP, living outside their county of origin.

**6. 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 their 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).) The Contractor shall document good-faith efforts to contract with all IHCPs in the Contractor's county. If the Contractor does not contract with a IHCP in the Contractor's county, the Contractor must submit a written explanation to the Department of why it failed to contract with that IHCP, with supporting documentation as provided for in BHIN 21-023. 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  
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 provide physical access, reasonable accommodations, and accessible



**Exhibit A – Attachment 8  
PROVIDER NETWORK**

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 21-023 and its enclosures, or in subsequent guidance issued 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 submit to the Department a request for Alternate Access Standards. The Department will evaluate requests and grant appropriate exceptions to the state developed standards, as specified in BHIN 21-023 and its enclosures, or in subsequent guidance issued by the Department. (42 C.F.R. § 438.68(a), (d), 438.206(a); Welf. & Inst. Code § 14197).
- E. The Contractor shall comply with all network adequacy standards developed by the Department to implement 42 C.F.R. §§ 438.68, 438.206, and 438.207, including time and distance standards, timely access, capacity and composition standards, and other network capacity requirements, as specified in BHIN 21-023 and its enclosures, or in subsequent guidance issued by the Department.

**4. Timely Access**

- A. Timely Access. In accordance with 42 C.F.R. § 438.206(c)(1), the Contractor shall:
  - 1) Meet and require its providers to meet 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 21-023 and its enclosures, or in subsequent, guidance issued by the Department.
  - 2) Comply with the timeliness standards specified in Cal. Code Regs., tit. 9, section 1810.405(c) and Welf. & Inst. Code § 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

**Exhibit A – Attachment 8  
PROVIDER NETWORK**

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.

**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 21-023 and its enclosures, or in subsequent guidance issued by the Department. (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 21-023 and its enclosures, or in subsequent guidance issued by the 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).)

**Exhibit A – Attachment 8  
PROVIDER NETWORK**

- C. The Contractor shall submit the documentation at the times specified in BHIN 21-023 and its enclosures, 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 Contractor's operations that would render the Contractor non-compliant with standards for network adequacy and capacity including, but not limited to, the following types of changes:
    - a) Changes in services;
    - b) Changes in benefits;
    - c) Changes in geographic service area;
    - d) Changes in the composition of or payments to the Contractor's provider network; or
    - e) Enrollment of a new population in the Contractor's county. (42 C.F.R. § 438.207(c).);
    - f) The Contractor is required to notify DHCS by email of one of the listed changes at [MHSDFinalRule@dhcs.ca.gov](mailto:MHSDFinalRule@dhcs.ca.gov).
- D. The Contractor shall include details regarding the change and the Contractor's plans to ensure beneficiaries continue to have access to adequate services and providers.

**6. Choice of Provider**

**Exhibit A – Attachment 8  
PROVIDER NETWORK**

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. The Contractor's policies and procedures for selection and retention of providers must not discriminate against particular providers that serve high-risk populations or specialize in conditions that require costly treatment. (42 C.F.R. §§ 438.12(a)(2), 438.214(c).)
- C. In all 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 their license or certification under applicable state law, solely on the basis of that license or certification. (42 C.F.R. § 438.12(a)(1).)
- 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;

**Exhibit A – Attachment 8  
PROVIDER NETWORK**

- 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, the 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. The 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).)

**8. Provider Certification**

- A. The Contractor shall comply with Cal. Code Regs., tit. 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.

**Exhibit A – Attachment 8  
PROVIDER NETWORK**

- 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 Cal. Code Regs., tit. 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 Cal. Code Regs., tit. 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 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.

**Exhibit A – Attachment 8  
PROVIDER NETWORK**

- 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, as described in Cal. Code Regs., tit. 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 Cal. Code Regs., tit. 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

**Exhibit A – Attachment 8  
PROVIDER NETWORK**

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.
- 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 3 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 3 of this exhibit.
- J. On-site review is required for hospital outpatient departments which are operating under the license of the hospital. Services provided by hospital outpatient departments may be provided either on the premises or off-site.
- K. On-site review is not required for primary care and psychological clinics, as defined in Health and Safety Code section 1204.1 and licensed under the Health and Safety Code. Services provided by the clinics may be



**Exhibit A – Attachment 8  
PROVIDER NETWORK**

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).
  - 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.

**Exhibit A – Attachment 8  
PROVIDER NETWORK**

**9. Provider Beneficiary Communications**

- A. The Contractor shall not prohibit nor otherwise restrict, a licensed, waived, or registered professional, as defined in Cal. Code Regs., tit. 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
  - 4) The beneficiary's right to participate in decisions regarding their health care, including the right to refuse treatment, and to express preferences about future treatment decisions. (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 State 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 Hearing after the Contractor has made a determination on a beneficiary's appeal, which is adverse to the beneficiary.

**Exhibit A – Attachment 8  
PROVIDER NETWORK**

- 5) The beneficiary's right to request continuation of benefits that the Contractor seeks to reduce or terminate during an appeal or State Hearing filing, if filed within the allowable timeframes, although the beneficiary may be liable for the cost of any continued benefits while the appeal or State Hearing is pending if the final decision is adverse to the beneficiary.

**Exhibit A – Attachment 9  
DOCUMENTATION REQUIREMENTS**

1. Documentation Standards
  - A. The Contractor shall implement and comply with documentation standards as set forth in guidance issued by the Department in BHIN 22-019.

**Exhibit A – Attachment 10**  
**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 their needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the beneficiary. The beneficiary shall be provided information on how to contact their designated person or entity. (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).)
- B. Consistent with the No Wrong Door policies set forth in W&I Code section 14184.402, the Contractor must cover the assessment and any SMHS provided during the assessment period for any beneficiary seeking care, even prior to the determination of a diagnosis, even prior to the

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

determination of whether SMHS access criteria set forth in W&I Code section 14184.402(b)(2) are met, and even if the beneficiary is later determined to need non-specialty mental health services (NSMHS) and/or SUD services and is referred to the Medi-Cal Fee For Service delivery system or a Managed Care Plan for NSMHS or to the County Department responsible for SUD treatment. Contractor must cover SMHS even if the service was not included in the client plan, and even if the beneficiary has a co-occurring mental health condition and SUD.

- C. As of the effective date identified by DHCS, the Contractor must use DHCS-approved standardized screening tools set forth in DHCS guidance (including standardized screening tools specific for adults and standardized screening tools specific for children and youth) to ensure beneficiaries seeking mental health services who are not currently receiving covered SMHS or NSMHS are referred to the appropriate delivery system for mental health services, either in the Contractor network or the Managed Care Plan network, in accordance with the No Wrong Door policies set forth in W&I Code section 14184.402(h).
- D. If a beneficiary eligible for SMHS is also eligible for NSMHS during the course of receiving covered SMHS, the Contractor shall continue to cover non-duplicative, Medically Necessary SMHS even if the Member is simultaneously receiving NSMHS.
  - i. The Contractor must enter into a Memorandum of Understanding with any Medi-Cal Managed Care Plan serving the Contractor's beneficiaries to ensure Medically Necessary NSMHS and SMHS provided concurrently are coordinated and non-duplicative.
  - ii. If a beneficiary is receiving covered SMHS and is determined to meet the criteria for NSMHS covered by Medi-Cal Fee For Service and Managed Care Plans as defined by W&I Code section 14184.402, the Contractor must use DHCS-approved standardized transition tools set forth in DHCS guidance as required when beneficiaries who have established relationships with contracted mental health providers experience a change in condition requiring NSMHS. Likewise, if a beneficiary is receiving NSMHS and is determined to meet the access criteria for SMHS as defined by W&I Code section 14184.402, the Contractor must use DHCS-approved standardized transition tools set forth in DHCS guidance as required when beneficiaries who have established relationships with NSMHS providers experience a change in condition requiring SMHS. The Contractor must continue to cover the provision of medically necessary SMHS provided to a beneficiary

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

who meets SMHS access criteria who is concurrently receiving NSMHS when those services are not duplicative and provide coordination of care with the Managed Care Plan.

- iii. The Contractor must develop and implement written policies and procedures to ensure that beneficiaries meeting criteria for NSMHS, as indicated by a DHCS-approved standardized transition tool (including standardized transition tools specific for adults and standardized transition tools specific for children and youth), are referred to the Managed Care Plan or a Fee For Service provider offering NSMHS. Likewise, the Contractor must develop and implement written policies and procedures to ensure that beneficiaries meeting access criteria for SMHS and as indicated by a DHCS-approved standardized transition tools (including standardized transition tools specific for adults and standardized transition tools specific for children and youth) are referred by the Managed Care Plan to the Contractor.
- E. 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 ensure the components of the MOU comply with guidance issued by DHCS regarding MOU requirements. The MOU shall address how to ensure Medically Necessary NSMHS and SMHS provided concurrently are coordinated and non-duplicative. 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. Should a conflict arise between the parties to the MOU, the Contractor shall abide by the requirements in BHIN 21-034. (Cal. Code Regs., tit. 9, § 1810.370.)
- F. 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 (42 C.F.R. § 438.62(b)(1)-(2).)

**Exhibit A – Attachment 11  
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;
  - 3) The information is provided in an electronic form which can be electronically retained and printed;



**Exhibit A – Attachment 11  
INFORMATION REQUIREMENTS**

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

**Exhibit A – Attachment 11  
INFORMATION REQUIREMENTS**

- 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, 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, upon request of the potential beneficiary or beneficiary at no cost. 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 the 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 the 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 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).)

**Exhibit A – Attachment 11  
INFORMATION REQUIREMENTS**

- 2) 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).) The 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 available free of charge and how to access these 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 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

**Exhibit A – Attachment 11  
INFORMATION REQUIREMENTS**

- 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, 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:

**Exhibit A – Attachment 11  
INFORMATION REQUIREMENTS**

- 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).)
  - 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 State Hearing procedures and timeframes, consistent with 42 C.F.R. §§ 438.400 through 438.424, in a state-developed or state-approved description. Such information shall include:
    - 1) The right to file grievances and appeals;

**Exhibit A – Attachment 11  
INFORMATION REQUIREMENTS**

- 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.
  - 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 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 Hearing within the timeframes specified for filing, and that the beneficiary may, consistent with state policy, be required to pay the cost of services furnished while the appeal or State Hearing is pending if the final decision is adverse to the beneficiary. (42 C.F.R. § 438.10(g)(2)(xi).)
- 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).)

**Exhibit A – Attachment 11  
INFORMATION REQUIREMENTS**

- 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:
    - 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 Cal. Code Regs., tit. 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

**Exhibit A – Attachment 11  
INFORMATION REQUIREMENTS**

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.

**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. (42 C.F.R. § 438.10(h)(1)(vii).)



**Exhibit A – Attachment 11  
INFORMATION REQUIREMENTS**

- 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).)
  - 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. The Contractor shall ensure processes are in place to allow providers to promptly verify or submit changes to the information required to be in the directory. (42 C.F.R. § 438.10(h)(3).)
- 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).)

**Exhibit A – Attachment 11  
INFORMATION REQUIREMENTS**

- 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 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, Cal. Code Regs., tit. 9, sections 862 through 868, and 42 C. F. R. § 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 their dignity and privacy. (42 C.F.R. § 438.100(b)(2)(ii).)
  - 3) Receive information on available treatment options and alternatives, presented in a manner appropriate to the beneficiary's condition and ability to understand. (42 C.F.R. § 438.100(b)(2)(iii).)
  - 4) Participate in decisions regarding their health care, including the right to refuse treatment. (42 C.F.R. § 438.100(b)(2)(iv).)
  - 5) Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation. (42 C.F.R. § 438.100(b)(2)(v).)

**Exhibit A – Attachment 11  
INFORMATION REQUIREMENTS**

- 6) Request and receive a copy of their medical records, and to request that they be amended or corrected. (42 C.F.R. § 438.100(b)(2)(vi); 45 C.F.R. §§ 164.524, 164.526.)
- 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 their rights without adversely affecting the way the Contractor, subcontractor, or provider treats the beneficiary. (42 C.F.R. § 438.100(c).)

**Exhibit A – Attachment 12  
BENEFICIARY PROBLEM RESOLUTION**

**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 State Hearings after the exhaustion of an appeal or expedited appeal process, including information that a State Hearing may be requested whether or not the beneficiary has received a notice of adverse benefit determination. For the purposes of this Section, a Contractor provider site means any office or facility owned or operated

**Exhibit A – Attachment 12**  
**BENEFICIARY PROBLEM RESOLUTION**

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 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 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-person by the Contractor, or a network provider of the Contractor,

**Exhibit A – Attachment 12  
BENEFICIARY PROBLEM RESOLUTION**

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 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 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

**Exhibit A – Attachment 12**  
**BENEFICIARY PROBLEM RESOLUTION**

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).)
- 16) The Contractor shall provide the beneficiary and their representative the beneficiary's case file, including medical records, other documents and records, and any new or additional evidence considered, relied upon, or generated by the Contractor in

**Exhibit A – Attachment 12  
BENEFICIARY PROBLEM RESOLUTION**

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 their 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 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).)



**Exhibit A – Attachment 12  
BENEFICIARY PROBLEM RESOLUTION**

- 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).)
- 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

**Exhibit A – Attachment 12**  
**BENEFICIARY PROBLEM RESOLUTION**

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. The Contractor's written notice of extension shall inform the beneficiary of the right to file a grievance if they disagree 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 they could not be contacted. (Cal. Code Regs., tit. 9, § 1850.206(c).)
  - 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:

**Exhibit A – Attachment 12**  
**BENEFICIARY PROBLEM RESOLUTION**

- 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.
  - 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.

**Exhibit A – Attachment 12**  
**BENEFICIARY PROBLEM RESOLUTION**

- 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).);
  - 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, 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,

**Exhibit A – Attachment 12  
BENEFICIARY PROBLEM RESOLUTION**

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. The Contractor's written notice of extension shall inform the beneficiary of the right to file a grievance if they disagree with the Contractor's decision. 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).) 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 their 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 their representative the beneficiary's case file free of charge and sufficiently in advance of the resolution timeframe for standard appeal resolutions. 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).)
  - 7) Allow the beneficiary, their 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 their representative, of the resolution of the appeal in writing in a format and language that, at a

**Exhibit A – Attachment 12  
BENEFICIARY PROBLEM RESOLUTION**

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 State Hearing and the procedure for requesting a State Hearing, if the beneficiary has not already requested a State 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 State 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 they may be liable for the cost of any continued benefits if the Contractor's adverse 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:

**Exhibit A – Attachment 12  
BENEFICIARY PROBLEM RESOLUTION**

- 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 extend this timeframe by up to 14 calendar days if the beneficiary requests an extension, or the Contractor demonstrates, 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

**Exhibit A – Attachment 12**  
**BENEFICIARY PROBLEM RESOLUTION**

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 their 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 their representative prompt oral notice of the denial of the request for an expedited appeal. Provide written notice of the decision and reason for the decision within two calendar days of the date of the denial, and inform the beneficiary of the right to file a grievance if they disagree with the decision. (42 C.F.R. § 438.410(c)(2); 42 C.F.R. § 438.408(c)(2).) The written notice of the denial of the request for an expedited appeal is not a Notice of Adverse Benefit Determination. (Cal. Code Regs., tit. 9, § 1810.230.5.)

**7. Contractor obligations related to State Hearing**

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

- A. If a beneficiary requests a State Hearing, the Department shall grant the request. (42 C.F.R. § 431.220(a)(5).) The right to a State Hearing, how to obtain a hearing, and representation rules at a hearing must be explained to the beneficiary and provider by the Contractor in its notice of decision or



**Exhibit A – Attachment 12  
BENEFICIARY PROBLEM RESOLUTION**

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 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 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 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 Hearing**

"Expedited Hearing" means a hearing provided by the State, used when the Contractor determines, or the beneficiary or the beneficiary's provider certifies that following the 90 day timeframe for a State Hearing as established in 42 C.F.R. § 431.244(f)(1) would seriously jeopardize the beneficiary's life, health, or ability to attain, maintain, or regain maximum function. (42 C.F.R. § 431.244(f)(1); 42 C.F.R. § 438.410(a); 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 State 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).)

**Exhibit A – Attachment 12  
BENEFICIARY PROBLEM RESOLUTION**

- 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 Hearing is pending, the benefits must be continued until the beneficiary withdraws the appeal or request for State Hearing, the beneficiary does not request a State 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 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 Hearing was pending if the final resolution of the appeal or State 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 Hearing officer reverses a decision to deny, limit, or delay services. (42 C.F.R. § 438.424(a).)

**Exhibit A – Attachment 12**  
**BENEFICIARY PROBLEM RESOLUTION**

- 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).)
  - 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).)

**Exhibit A – Attachment 12  
BENEFICIARY PROBLEM RESOLUTION**

- 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 Cal. Code Regs., 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 Cal. Code Regs., tit. 22, 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 the Contractor payment authorization for a specialty mental health service that 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).)

**Exhibit A – Attachment 12**  
**BENEFICIARY PROBLEM RESOLUTION**

- 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 criteria for access to SMHS in Attachment 2, section 1 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).)
- 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.

**Exhibit A – Attachment 12  
BENEFICIARY PROBLEM RESOLUTION**

**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 criteria to access SMHS, 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).)
  - 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 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 State Hearing or an expedited State Hearing, including:
    - a) The method by which a hearing may be obtained; (Cal. Code Regs., tit. 9, § 1850.212(a)(5)(A).)

**Exhibit A – Attachment 12  
BENEFICIARY PROBLEM RESOLUTION**

- 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 State Hearing is requested; (Cal. Code Regs., tit. 9, § 1850.212(a)(5)(C).) and
  - d) The time limits for requesting a State Hearing or an expedited State 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 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).)

**Exhibit A – Attachment 12  
BENEFICIARY PROBLEM RESOLUTION**

- 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,
  - 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 their ability to attain, maintain, or regain maximum function, the Contractor must make an expedited service authorization decision and provide notice as expeditiously as the 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



**Exhibit A – Attachment 12**  
**BENEFICIARY PROBLEM RESOLUTION**

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 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 they are ineligible for further services; (42 C.F.R. § 431.213(c).)
  - 4) The beneficiary's whereabouts are unknown and mail directed to them 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).)

**Exhibit A – Attachment 12  
BENEFICIARY PROBLEM RESOLUTION**

- 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 nursing facility 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).)

**Exhibit A – Attachment 13  
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 payment of claims under this Contract, shall implement and maintain a

**Exhibit A – Attachment 13  
PROGRAM INTEGRITY**

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).)

**4. Fraud Reporting Requirements**

**Exhibit A – Attachment 13  
PROGRAM INTEGRITY**

- 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).)
- 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).)

**Exhibit A – Attachment 13  
PROGRAM INTEGRITY**

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

**Exhibit A – Attachment 13  
PROGRAM INTEGRITY**

- 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 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

**Exhibit A – Attachment 13  
PROGRAM INTEGRITY**

- 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, the Contractor shall provide the Department with all disclosures before entering into a network provider contract with the provider and annually thereafter and upon request from the Department during the re-validation of enrollment process under 42 Code of Federal Regulations part 455.104.
- B. Disclosures Related to Business Transactions – the Contractor must submit disclosures and updated disclosures to the Department or HHS including information regarding certain business transactions within 35 days, upon request.
- 1) The following information must be disclosed:
    - 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.
    - c) The Contractor must obligate Network Providers to submit the same disclosures regarding network providers as noted under subsection 1(a) and (b) within 35 days upon request.
- C. Disclosures Related to Persons Convicted of Crimes



**Exhibit A – Attachment 13  
PROGRAM INTEGRITY**

- 1) The 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  
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 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.)

**Exhibit A – Attachment 14  
REPORTING REQUIREMENTS**

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

- 1) Enrollment and disenrollment data;

**Exhibit A – Attachment 14  
REPORTING REQUIREMENTS**

- 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.

B. The Contractor shall cooperate with DHCS to provide and report quality measures per the 1915(b) Special Terms and Conditions and the Comprehensive Quality Strategy.

**8. Parity in Mental Health and Substance Use Disorder Services**

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

**Exhibit A – Attachment 15  
PEER SUPPORT SERVICES**

**MEDI-CAL PEER SUPPORT SERVICES**

1. The Contractor has taken the option to implement Medi-Cal Peer Support Services.
2. The Contractor shall provide, or arrange, and pay for Peer Support Services to Medi-Cal beneficiaries. Contractor's provision of Peer Support Services shall conform to the requirements of Supplement 3 to Attachment 3.1-A and Supplement 3 to Attachment 3.1-B of the California State Plan. Contractor's provision of Peer Support Services and implementation of a Medi-Cal Peer Support Specialist Certification Program shall further conform to the applicable requirements of Behavioral Health Information Notice (BHIN) 21-041 and to the requirements in any subsequent BHINs issued by the Department pursuant to Welfare & Institutions Code section § 14045.21.
3. Voluntary Participation and Funding  

The Contractor shall fund the nonfederal share of any applicable expenditures, since the Contractor has opted to implement Peer Support Services and participate in the Peer Support Specialist Certification Program set forth in Article 1.4 of Chapter 7, Part 3, of Division 9 of the Welfare and Institutions Code. The Contractor's local share utilized to fund Peer Support Services and the Contractor's participation in the Peer Support Specialist Certification Program shall not be considered an increase in costs mandated by the 2011 realignment legislation.
4. Provision of Peer Support Services  

Peer Support Services may be provided face-to-face, by telephone or by telehealth with the beneficiary or significant support person(s) and may be provided anywhere in the community.
5. Peer Support Specialists  

Contractor shall ensure that Peer Support Services are provided by certified Peer Support Specialists as established in BHIN 21-041.
6. Behavioral Health Professional and Peer Support Specialist Supervisors  

The Contractor shall ensure that Peer Support Specialists provide services under the direction of a Behavioral Health Professional.

**Exhibit A – Attachment 15  
PEER SUPPORT SERVICES**

A Behavioral Health Professional must be licensed, waived, or registered in accordance with applicable State of California licensure requirements and listed in the California Medicaid State Plan as a qualified provider of SMHS, DMC-ODS, or DMC.

Peer Support Specialists may also be supervised by Peer Support Specialist Supervisors, as established in BHIN 21-041.

7. Practice Guidelines

Counties shall require Peer Support Specialists to adhere to the practice guidelines developed by the Substance Abuse and Mental Health Services Administration, *What are Peer Recovery Support Services* (Center for Substance Abuse Treatment, *What are Peer Recovery Support Services?* HHS Publication No.(SMA) 09-4454. Rockville, MD: Substance Abuse and Mental Health Services Administration, U.S. Department of Health and Human Services), which may be accessed electronically through the following Internet World Wide Web connection: [www.samhsa.gov/resource/ebp/what-are-peer-recovery-support-services](http://www.samhsa.gov/resource/ebp/what-are-peer-recovery-support-services).

8. Contractor shall oversee and enforce the certification standards and requirements set forth in Article 1.4 of Chapter 7, Part 3, of Division 9 of the Welfare and Institutions Code and departmental guidance, including BHIN 21-041. Contractor shall ensure that the Medi-Cal Peer Support Specialist Certification Program:

- a. Submits to the department a peer support specialist program plan in accordance with Enclosure 2 of BHIN 21-041 describing how the peer support specialist program will meet all of the federal and state requirements for the certification and oversight of peer support specialists.
- b. Participates in periodic reviews conducted by the department to ensure adherence to all federal and state requirements.
- c. Submits annual peer support specialist program reports to the department in accordance with Enclosure 5 of BHIN 21-041. Reports shall cover the fiscal year and shall be submitted by the following December 31<sup>st</sup>.

**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**

The Contractor and the Department agree to consult with each other on interim measures for program operation that may be required to maintain adequate services to 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

**Exhibit B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

for FFP reimbursement shall be submitted by the Contractor to the Department for adjudication throughout the fiscal year. Pursuant to the 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 County Behavioral Health Director's Association of California, 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.



**Exhibit B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

- 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.
  - 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**

**Exhibit B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

- 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 their 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 shall sign the certification, declaring, under penalty of perjury that, to the best of their 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

**Exhibit B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

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**

The 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.

**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

**Exhibit B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

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.

### **Special Terms and Conditions**

*(For federally funded service contracts or agreements and grant agreements)*

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Health Care Services", "California Department of Health Services", "Department of Health Care Services", "Department of Health Services", "CDHCS", "DHCS", "CDHS", and "DHS" shall all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

### Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements	20. Debarment and Suspension Certification
2. Travel and Per Diem Reimbursement	21. Smoke-Free Workplace Certification
3. Procurement Rules	22. Covenant Against Contingent Fees
4. Equipment Ownership / Inventory / Disposition	23. Payment Withholds
5. Subcontract Requirements	24. Performance Evaluation
6. Income Restrictions	25. Officials Not to Benefit
7. Audit and Record Retention	26. Four-Digit Date Compliance
8. Site Inspection	27. Prohibited Use of State Funds for Software
9. Federal Contract Funds	28. Use of Small, Minority Owned and Women's Businesses
10. Termination	29. Alien Ineligibility Certification
11. Intellectual Property Rights	30. Union Organizing
12. Air or Water Pollution Requirements	31. Contract Uniformity (Fringe Benefit Allowability)
13. Prior Approval of Training Seminars, Workshops or Conferences	32. Suspension or Stop Work Notification
14. Confidentiality of Information	33. Public Communications
15. Documents, Publications, and Written Reports	34. Compliance with Statutes and Regulations
16. Dispute Resolution Process	35. Lobbying Restrictions and Disclosure Certification
17. Financial and Compliance Audit Requirements	
18. Human Subjects Use Requirements	
19. Novation Requirements	

## 1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

## **2. Travel and Per Diem Reimbursement**

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect,



as established by the California Department of Human Resources (CalHR), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

### 3. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

#### a. Equipment/Property definitions

Wherever the term equipment and/or property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment/property:** A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

**b. Government and public entities (including state colleges/universities and auxiliary organizations),** whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

**c. Nonprofit organizations and commercial businesses,** whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

- (1) Equipment/property purchases shall not exceed \$50,000 annually.

To secure equipment/property above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property

- purchased by or through DHCS shall be deducted from the funds available in this Agreement. Contractor shall submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.
- (2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:
- (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
- (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
- (c) Procurements shall be conducted in a manner that provides for all of the following:
- [1] Avoid purchasing unnecessary or duplicate items.
- [2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
- [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of

dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.

- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

#### **4. Equipment/Property Ownership / Inventory / Disposition**

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

- a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement shall be considered state equipment and the property of DHCS.

##### **(1) Reporting of Equipment/Property Receipt**

DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager.

## (2) Annual Equipment/Property Inventory

If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
  - (b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.
  - (c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.
- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
  - c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
  - d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
- (1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.
- e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.
  - f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and shall, at that time, query DHCS as

to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions shall be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

**g. Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

**Automobile Liability Insurance**

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.

- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
  - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).
  - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
  - [3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

## 5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
  - (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
  - (2) DHCS may identify the information needed to fulfill this requirement.
  - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
    - (a) A local governmental entity or the federal government,
    - (b) A State college or State university from any State,
    - (c) A Joint Powers Authority,
    - (d) An auxiliary organization of a California State University or a California community college,
    - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
    - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
    - (g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
    - (h) Entities and/or service types identified as exempt from advertising and competitive bidding in [State Contracting Manual Chapter 5 Section 5.80 Subsection B.2.](#)
- b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
  - (1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.

- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.
- e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:  
  
"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

## 6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.



## 7. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896.77)
- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
  - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

- f. The Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

## **8. Site Inspection**

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

## **9. Federal Contract Funds**

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

## **10. Termination**

### **a. For Cause**

The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the

State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State shall pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.

**b. For Convenience**

The State retains the option to terminate this Agreement, in whole or in part, without cause, at the State's convenience, without penalty, provided that written notice has been delivered to the Contractor at least ninety (90) calendar days prior to such termination date. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

**11. Intellectual Property Rights**

**a. Ownership**

- (1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come

into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

- (a) For the purposes of the definition of Intellectual Property, “works” means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS’ Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS’ Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party’s license agreement.
- (4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS’ exclusive rights in the Intellectual Property, and in assuring DHCS’ sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS’ Intellectual Property rights and interests.

**b. Retained Rights / License Rights**

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

**c. Copyright**

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other

matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

**d. Patent Rights**

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to DHCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

**e. Third-Party Intellectual Property**

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHCS' prior written approval; and (ii) granting to or obtaining for DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and DHCS determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to DHCS.

**f. Warranties**

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
  - (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
  - (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.
  - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
  - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (2) DHCS makes no warranty that the intellectual property resulting from this agreement does not infringe upon any patent, trademark, copyright or the like, now existing or subsequently issued.

**g. Intellectual Property Indemnity**

- (1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based

on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.

- (2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

#### **h. Federal Funding**

In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

#### **i. Survival**

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.



## **12. Air or Water Pollution Requirements**

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt by law.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

## **13. Prior Approval of Training Seminars, Workshops or Conferences**

Contractor shall obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

## **14. Confidentiality of Information**

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

## **15. Documents, Publications and Written Reports**

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

## **16. Dispute Resolution Process**

- a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.
  - (1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
  - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her

- designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.
  - c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.
  - d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

## 17. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
  - (1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement;*** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
  - (2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement,*** the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90) and expends \$750,000 or more in Federal awards***, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

- (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
- (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Contractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.

- d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
- e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
- f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
- h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

- i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

## **18. Human Subjects Use Requirements**

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

## **19. Novation Requirements**

If the Contractor proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

## **20. Debarment and Suspension Certification**

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376

- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
  - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
  - (5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.
  - (6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
  - (7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

## 21. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

## 22. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

### **23. Payment Withholds**

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

### **24. Performance Evaluation**

(Not applicable to grant agreements.)

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

### **25. Officials Not to Benefit**

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

### **26. Four-Digit Date Compliance**

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

### **27. Prohibited Use of State Funds for Software**

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.



## **28. Use of Small, Minority Owned and Women's Businesses**

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- a. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- b. Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- d. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- e. Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

## **29. Alien Ineligibility Certification**

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

## **30. Union Organizing**

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

### **31. Contract Uniformity (Fringe Benefit Allowability)**

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
  - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
  - (2) Director's and executive committee member's fees.
  - (3) Incentive awards and/or bonus incentive pay.
  - (4) Allowances for off-site pay.
  - (5) Location allowances.
  - (6) Hardship pay.
  - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
  - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

- d. To be an allowable fringe benefit, the cost must meet the following criteria:
  - (1) Be necessary and reasonable for the performance of the Agreement.
  - (2) Be determined in accordance with generally accepted accounting principles.
  - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.
- f. Earned/Accrued Compensation
  - (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
  - (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
  - (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

**32. Suspension or Stop Work Notification**

- a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.
  - (1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.
  - (2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:
    - (a) Cancel, extend, or modify the suspension or stop work notification; or
    - (b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.
- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.
- d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

- f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

### **33. Public Communications**

“Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

- a. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices.”

### **34. Compliance with Statutes and Regulations**

- a. The Contractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement.
- b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431, subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR Part 434; Title 45 CFR Part 75, subpart D; and Title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations and they shall supersede any conflicting provisions in this Agreement.

### **35. Lobbying Restrictions and Disclosure Certification**

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

- a. Certification and Disclosure Requirements
  - (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled “Certification Regarding Lobbying”) that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
  - (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled “Standard Form-LLL ‘disclosure of Lobbying Activities’”) if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
  - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
  - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
  - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

**Attachment 1**  
**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor	Printed Name of Person Signing for Contractor
Contract / Grant Number	Signature of Person Signing for Contractor
Date	Title

After execution by or on behalf of Contractor, please return to:

California Department of Health Care Services

DHCS reserves the right to notify the contractor in writing of an alternate submission address.



**Attachment 2  
 CERTIFICATION REGARDING LOBBYING**

Approved by OMB (0348-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
 (See reverse for public burden disclosure)

1. Type of Federal Action:		2. Status of Federal Action:		3. Report Type:	
- a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		- a. bid/offer/application b. initial award c. post-award		- a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.	
4. Name and Address of Reporting Entity:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:		
Prime                      Subawardee Tier ____, if known:			Congressional District, If known:		
6. Federal Department/Agency			7. Federal Program Name/Description:		
			CDFA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known:		
10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.					
Signature:					
Print Name:					
Title:					
Telephone Number:					
Date:					
<b>Federal Use Only</b>			Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)		

## **INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10.(a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**Exhibit E**  
**ADDITIONAL PROVISIONS**

**1. 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 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.

**2. 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

**Exhibit E**  
**ADDITIONAL PROVISIONS**

Contractor in accordance with Government (Govt.) Code 30027.10.  
(Welf. & Inst. Code § 147122(d).)

A. Contract Renewal

- 1) This contract may be renewed if the Contractor continues to meet the requirements of Chapter 8.9 of Part 3 of Division 9 of the Welf. & Inst. Code and implementing regulatory requirements, 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)(2).)

B. 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

**Exhibit E**  
**ADDITIONAL PROVISIONS**

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

**C. Contract Termination**

The Contractor may terminate this contract in accordance with, Cal. Code Regs., tit. 9, section 1810.323(a). The Department may terminate this contract in accordance with Welf. & Inst. Code, sections 14197.7, 14714 and Cal. Code Regs., tit. 9, section 1810.323.

- 1) DHCS shall terminate this contract if the United States Secretary of Health and Human Services has determined the Contractor does not meet the requirements for participation in the Medicaid program contained in Subchapter XIX (commencing with Section 1396) of Chapter 7 of Title 42 of the United States Code. (Welf. & Inst. Code § 14197.7(i))
- 2) DHCS reserves the right to cancel or terminate this Contract if DHCS finds that Contractor fails to comply with contract requirements, state or federal law or regulations, or the state plan or approved waivers, or for other good cause. (Welf. & Inst. Code § 14197.7(a))
- 3) Good cause includes, but is not limited to, a finding of deficiency that results in improper denial or delay in the delivery of health care services, potential endangerment to patient care, disruption in the contractor's provider network, failure to approve continuity of care, that claims accrued or to accrue have not or will not be recompensed, or a delay in required contractor report to the department. (Welf. & Inst. Code § 14197.7(a))
- 4) Contract termination or cancellation shall be effective as of the date indicated in DHCS' notification to the Contractor, unless Contractor appeals the termination, or termination is immediate pursuant to paragraph 8. The notice shall identify any final performance, invoicing or payment requirements.

**Exhibit E**  
**ADDITIONAL PROVISIONS**

- 5) Contractor may appeal contract termination pursuant to Welf. & Inst. Code sections 14197.7(l)(2) or section 14714(d).
- 6) 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.
- 7) 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.
- 8) 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).)

**D. Termination of Obligations**

- 1) All obligations to provide covered services under this contract shall automatically terminate on the effective date of any termination of this contract. The Contractor shall be responsible for providing covered services to 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 the Contractor terminates a subcontract with a provider, the Contractor shall make a good faith effort to provide notice of this termination, within 15 days, to the persons that the Contractor, based on available information, determines have recently been receiving services from that provider.

**E. Contract Disputes**

Should a dispute arise between the Contractor and the Department relating to performance under this contract, other than disputes governed

**Exhibit E**  
**ADDITIONAL PROVISIONS**

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.

**3. 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.

**4. 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.
- 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. The 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,



**Exhibit E**  
**ADDITIONAL PROVISIONS**

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 the 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 the 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.

**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:

**Exhibit E**  
**ADDITIONAL PROVISIONS**

Department of Health Care Services  
Medi-Cal Behavioral Health Division  
1501 Capitol Avenue, MS 2702  
Sacramento, CA 95814

Inyo County Health & Human Services  
Behavioral Health (ICHHS-BH)  
1360 North Main Street, Suite 201  
Bishop, California 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 any ground protected under federal or state law, including sex, race, color, gender, gender identity, religion, marital status, national origin, ethnic group identification, ancestry, age, sexual orientation, medical condition, genetic information, or mental or physical handicap or disability. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(3-4); 45 C.F.R. § 92.2; 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), prohibiting exclusion, denial of benefits, and discrimination against qualified individuals with a disability in any federally assisted programs or activities, and shall comply with the implementing regulations in Parts 84 and 85 of Title 45 of the C.F.R., as applicable.
- 3) The Contractor shall include the nondiscrimination and compliance provisions of this contract in all subcontracts to perform work under this contract.

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

**Exhibit E**  
**ADDITIONAL PROVISIONS**

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.

**5. 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 the 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 Cal. Code Regs., tit. 9, section 1810.380, subdivision (a), and Welf. & Inst. Code § 14197.7. The Department shall also arrange for an annual external quality review of the

**Exhibit E**  
**ADDITIONAL PROVISIONS**

Contractor as required by 42 Code of Federal Regulations, part 438.350 and Cal. Code Regs., tit. 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. Failure to comply with required corrective action could lead to civil penalties, as appropriate, pursuant to Welf. & Inst. Code § 14197.7.

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.

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.

**Exhibit E**  
**ADDITIONAL PROVISIONS**

- 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 Cal. Code Regs., 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 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.

**Exhibit E**  
**ADDITIONAL PROVISIONS**

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.
  - 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 in accordance with Cal. Code Regs., tit. 9, §§ 1810.380(a) and impose sanctions on the Contractor for violations of the terms of this contract, and applicable federal and state law and regulations, or the state plan or approved waivers, or for other good cause in accordance with Welf. & Inst. Code § 14197.7 and guidance issued by the Department pursuant to subdivision (r) of Welf. & Inst. Code § 14197.7.

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.

**Exhibit E**  
**ADDITIONAL PROVISIONS**

6. State and Federal Law Governing this Contract
  - A. The Contractor/Subrecipient Designation: the Contractor is considered a contractor subject to 2 C.F.R Part 200 (45 C.F.R. Part 75).
  - B. The Contractor agrees to comply with all applicable federal and state law, including but not limited to the statutes and regulations incorporated by reference below in Sections D, G, and H, and applicable sections of the state plan and waiver in its provision of services as the Mental Health Plan. The 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 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 contract, the Contractor shall comply with the federal or state law or regulation and the conflicting Contract provision shall no longer be in effect.
  - C. The Contractor agrees to comply with all existing policy letters issued by the Department. All policy letters issued by the Department subsequent to the effective date of this Contract shall provide clarification of the Contractor's obligations pursuant to this Contract, and may include instructions to the Contractor regarding implementation of mandated obligations pursuant to State or federal statutes or regulations, or pursuant to judicial interpretation.
  - D. Federal 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;

**Exhibit E**  
**ADDITIONAL PROVISIONS**

- 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;
- 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.



**Exhibit E**  
**ADDITIONAL PROVISIONS**

- 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), the 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 the 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, the Contractor will not be paid for that work. If DHCS has paid Contractor in advance to work on a no-longer-authorized State program or activity receiving FFP and under the terms of this contract the work was to be performed after the date the legal authority ended, the payment for that work should be returned to DHCS. However, if the 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 the Contractor, the Contractor may keep the payment for that work even if the payment was made after the date the State program or activity receiving FFP lost legal authority.

DHCS will attempt to provide Contractor with timely notice of the loss of program authority.

- 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

**Exhibit E**  
**ADDITIONAL PROVISIONS**

- 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
- 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

**Exhibit E**  
**ADDITIONAL PROVISIONS**

- 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
  - 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:
- The Contractor shall comply with all State and federal statutes and regulations, the terms of this Agreement, BHINs, and any other applicable authorities. In the event of a conflict between the terms of this Agreement and a State or federal statute or regulation, or a BHIN, the Contractor shall adhere to the applicable statute, regulation or BHIN.

**Exhibit E**  
**ADDITIONAL PROVISIONS**

- 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 §§ 14059.5 and 14184.402
- 3) Welf. & Inst. Code §§ 14680-14685.1
- 4) Welf. & Inst. Code §§ 14700-14727
- 5) 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
- 6) Cal. Code Regs., tit. 9, § 1810.100 et. seq. – Medi-Cal Specialty Mental Health Services, except for those regulations that are superseded by BHINs
- 7) Cal. Code Regs., tit. 22, §§ 50951 and 50953
- 8) Cal. Code Regs., tit. 22, §§ 51014.1 and 51014.2

**Exhibit E – Attachment 1**  
**DEFINITIONS**

1. The following definitions and the definitions contained in Cal. Code Regs., tit. 9, sections 1810.100-1850.535 shall apply in this contract. If there is a conflict between the following definitions and the definitions in Cal. Code Regs., tit. 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 «Contractor\_Name».
  - 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.
  - 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

**Exhibit E – Attachment 1**  
**DEFINITIONS**

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. “Homelessness” means The beneficiary meets the definition established in section 11434a of the federal McKinney-Vento Homeless Assistance Act.15 Specifically, this includes (A) individuals who lack a fixed, regular, and adequate nighttime residence (within the meaning of section 103(a)(1) of the Act); and (B) includes (i) children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals; (ii) children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (within the meaning of section 103(a)(2)(C)); (iii) children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and (iv) migratory children (as such term is defined in section 1309 of the Elementary and Secondary Education Act of 1965)

**Exhibit E – Attachment 1**  
**DEFINITIONS**

who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).

- P. Indian Health Care Provider (IHCP) means a health care program operated by the IHS (“IHS facility”), an Indian Tribe, a Tribal Organization, or Urban Indian Organization (otherwise known as an I/T/U) as those terms are defined in section 4 of the Indian Health Care Improvement Act (25 U.S.C. § 1603).
- Q. “Involvement in child welfare” means the beneficiary has an open child welfare services case, or the beneficiary is determined by a child welfare services agency to be at imminent risk of entering foster care but able to safely remain in their home or kinship placement with the provision of services under a prevention plan, or the beneficiary is a child whose adoption or guardianship occurred through the child welfare system. A child has an open child welfare services case if: a) the child is in foster care or in out of home care, including both court-ordered and by voluntary agreement; or b) the child has a family maintenance case (pre-placement or post-reunification), including both court-ordered and by voluntary agreement. A child can have involvement in child welfare whether the child remains in the home or is placed out of the home.
- R. “Juvenile justice involvement” means the beneficiary (1) has ever been detained or committed to a juvenile justice facility, or (2) is currently under supervision by the juvenile delinquency court and/or a juvenile probation agency. Beneficiaries who have ever been in custody and held involuntarily through operation of law enforcement authorities in a juvenile justice facility, including youth correctional institutions, juvenile detention facilities, juvenile justice centers, and other settings such as boot camps, ranches, and forestry/conservation camps, are included in the “juvenile justice involvement” definition. Beneficiaries on probation, who have been released home or detained/placed in foster care pending or post-adjudication, under probation or court supervision, participating in juvenile drug court or other diversion programs, and who are otherwise under supervision by the juvenile delinquency court and/or a juvenile probation agency also meet the “juvenile justice involvement” criteria.
- S. “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

**Exhibit E – Attachment 1**  
**DEFINITIONS**

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 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)

- T. “Medically necessary” or “medical necessity” has the same meaning as set forth in Welfare and Institutions Code section 14059.5. For individuals 21 years of age or older, a service is “medically necessary” or a “medical necessity” when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain. For individuals under 21 years of age, a service is “medically necessary” or a “medical necessity” if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.
- U. 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)
- V. “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.)
- W. “Out-of-plan provider” has the same meaning as out-of-network provider.
- X. “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)
- Y. “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



**Exhibit E – Attachment 1**  
**DEFINITIONS**

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.

- Z. “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.
- AA. “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)
- BB. "Rehabilitation" means a recovery or resiliency focused service activity which addresses a mental health need. This service activity provides assistance in restoring, improving, and/or preserving a 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.)
- CC. “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

**Exhibit E – Attachment 1**  
**DEFINITIONS**

multiagency site at which specialty mental health services are delivered by no more than two employees or contractors of the provider.

- DD. “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.)
- EE. "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  
SERVICE DEFINITIONS**

1. The Contractor shall provide, or arrange and pay for, the following covered specialty mental health services to beneficiaries of Inyo County. Services shall be provided as medically necessary 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.
    - 2) 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.
    - 3) 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.
    - 4) 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. Collateral may include, but is not limited 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). 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

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

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.
- 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

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

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 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 criteria to access SMHS. ICC service components include: assessing; service planning and implementation; monitoring and adapting; and transition. ICC services are provided through the principles of the Integrated Core Practice Model

**Exhibit E – Attachment 2  
SERVICE DEFINITIONS**

(ICPM), including the establishment of the Child and Family Team (CFT) to ensure facilitation of a collaborative relationship among a child, their family and involved child-serving systems. The CFT is comprised of – as appropriate, both formal supports, such as the care coordinator, providers, case managers from child-serving agencies, and natural supports, such as family members, neighbors, friends, and clergy and all ancillary individuals who work together to develop and implement the client plan and are responsible for supporting the child and family in attaining their goals. ICC also provides an ICC coordinator who:

- 1) Ensures that medically necessary services are accessed, coordinated and delivered in a strength-based, individualized, family/child driven and culturally and linguistically competent manner and that services and supports are guided by the needs of the child;
  - 2) Facilitates a collaborative relationship among the child, their family and systems involved in providing services to the child;
  - 3) Supports the parent/caregiver in meeting their child’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 to be served in their community.
- K. Intensive Home Based Services (IHBS) are individualized, strength-based interventions designed to ameliorate mental health conditions that interfere with a child’s functioning and are aimed at helping the child build skills necessary for successful functioning in the home and community and improving the child’s family’s ability to help the child successfully function in the home and community. IHBS services are provided in accordance with the Integrated Core Practice Model (ICPM) by the Child and Family Team (CFT) in coordination with the family’s overall service plan which may include IHBS. Service activities may include, but are not limited to assessment, treatment plan, 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 the access criteria for SMHS.
- L. Therapeutic Behavioral Services (TBS) are intensive, individualized, short-term outpatient treatment interventions for beneficiaries up to age 21.

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

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.

- 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 activities (plan development, rehabilitation and collateral) to children up to age 21 who have complex emotional and behavioral needs and who are placed with trained, intensely supervised and supported TFC parents. The TFC parent serves as a key participant in the therapeutic treatment process of the child. The TFC parent will provide trauma informed interventions that are medically necessary for the child. TFC is intended for children ~~youth~~ who require intensive and frequent mental health support in a family environment. The TFC service model allows for the provision of certain specialty mental health services activities (plan development, rehabilitation and collateral) available under the EPSDT benefit as a home-based alternative to high level care in institutional settings such as group homes and an alternative to Short Term Residential Therapeutic Programs (STRTPs).
- N. 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 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

**Exhibit E – Attachment 2  
SERVICE DEFINITIONS**

include professional services, which are billed separately from the FFS/MC inpatient hospital services via the SD/MC claiming system.

- O. 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.



**Exhibit F**

## Privacy and Security Provisions

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively "HIPAA") only to the extent that Contractor performs functions or activities on behalf of the Department pursuant to this Agreement that are described in the definition of "business associate", including, but not limited to, utilization review, quality assurance, or benefit management.
2. The term "Agreement" as used in this document refers to and includes both this Privacy and Security Provisions and the contract to which this Privacy and Security Provisions is attached as an exhibit.
3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.
4. The Department of Health Care Services (DHCS) intends that Contractor may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.
  - 4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic. The term PHI, as used in this exhibit, shall mean PHI accessed by Contractor in a database maintained by DHCS, received by Contractor from the Department, or acquired, or created by Contractor in connection with performing the functions, activities, and services on behalf of DHCS as specified in this Agreement.
  - 4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.
5. Contractor, on DHCS's behalf, provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Contractor's obligations under this Agreement. DHCS and Contractor are each a party to this Agreement and are referred to, collectively, as the "parties."
6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.
7. **Permitted Uses and Disclosures of PHI by Contractor.** Except as otherwise indicated in this Agreement, Contractor may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.
  - 7.1 **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Agreement, Contractor may use and disclose PHI if necessary for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor. Contractor may disclose PHI for this purpose if the disclosure is required by law, or if the Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.

**Exhibit F**

## Privacy and Security Provisions

**8. Compliance with Other Applicable Law**

- 8.1** To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Contractor agrees:
- 8.1.1** To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and
- 8.1.2** To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 17 of this Agreement.
- 8.2** Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.
- 8.3** If Contractor is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Contractor agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

**9. Additional Responsibilities of Contractor**

- 9.1 Nondisclosure.** Contractor shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.
- 9.2 Safeguards and Security.**
- 9.2.1** Contractor shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.
- 9.2.2** Contractor shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at <https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final>; updates will be available online at <https://csrc.nist.gov/publications/sp800>.
- 9.2.3** Contractor shall employ FIPS 140-2 validated encryption of PHI at rest and in motion unless Contractor determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-2 validation can be determined online at <https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules/search>, with information about the Cryptographic Module Validation Program under FIPS 140-2 available online at <https://csrc.nist.gov/Projects/cryptographic-module-validation-program/fips-140-2>. In addition, Contractor shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

**Exhibit F**

## Privacy and Security Provisions

- 9.2.4** Contractor shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.
- 9.2.5** Contractor shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.
- 9.2.6** Contractor shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.
- 9.3 Contractor's Agent.** Contractor shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Contractor agree to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or confidential information.
- 10. Mitigation of Harmful Effects.** Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.
- 11. Access to PHI.** Contractor shall make PHI available in accordance with 45 CFR section 164.524.
- 12. Amendment of PHI.** Contractor shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.
- 13. Accounting for Disclosures.** Contractor shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.
- 14. Compliance with DHCS Obligations.** To the extent Contractor is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.
- 15. Access to Practices, Books and Records.** Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to DHCS upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.
- 16. Return or Destroy PHI on Termination; Survival.** At termination of this Agreement and any successor agreements, if feasible, Contractor shall return or destroy all PHI and other confidential information received from, or created or received by Contractor on behalf of, DHCS that Contractor still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Contractor shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Contractor shall determine the terms and conditions under which Contractor may retain the PHI. If such return or destruction is not feasible, Contractor shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- 17. Breaches and Security Incidents.** Contractor shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:
- 17.1 Notice to DHCS.**
- 17.1.1** Contractor shall notify DHCS **within 24 hours by email** (or by telephone if Contractor is unable to email DHCS) of the discovery of:

**Exhibit F**

## Privacy and Security Provisions

- 17.1.1.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;
- 17.1.1.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;
- 17.1.1.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or
- 17.1.1.4 Potential loss of confidential data affecting this Agreement.

- 17.1.2** Notice shall be provided to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office (collectively, "DHCS Contacts") using the DHCS Contact Information at Section 17.6. below.

Notice shall be made using the current DHCS "Privacy Incident Reporting Form" ("PIR Form"; the initial notice of a security incident or breach that is submitted is referred to as an "Initial PIR Form") and shall include all information known at the time the incident is reported. The form is available online at

<https://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Privacy-Incident-Report-PIR.pdf> .

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

- 17.1.2.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and
- 17.1.2.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

- 17.2 Investigation.** Contractor shall immediately investigate such security incident or confidential breach.

- 17.3 Complete Report.** To provide a complete report of the investigation to the DHCS contacts within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that requested through the PIR form, Contractor shall make reasonable efforts to provide DHCS with such information. A "Supplemental PIR" may be used to submit revised or additional information after the Final PIR is submitted. DHCS will review and approve or disapprove Contractor's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Contractor's corrective action plan.

- 17.3.1** If Contractor does not complete a Final PIR within the ten (10) working day timeframe, Contractor shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the Final PIR.

- 17.4 Notification of Individuals.** If the cause of a breach is attributable to Contractor or its agents, Contractor shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

**Exhibit F**  
 Privacy and Security Provisions

**17.5 Responsibility for Reporting of Breaches to Entities Other than DHCS.** If the cause of a breach of PHI is attributable to Contractor or its subcontractors, Contractor is responsible for all required reporting of the breach as required by applicable federal and state law.

**17.6 DHCS Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Contractor. These changes shall not require an amendment to this Agreement.

<b>DHCS Program Contract Manager</b>	<b>DHCS Privacy Office</b>	<b>DHCS Information Security Office</b>
See the Scope of Work exhibit for Program Contract Manager information.	Privacy Office c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413  Email: <a href="mailto:incidents@dhcs.ca.gov">incidents@dhcs.ca.gov</a>  Telephone: (916) 445-4646	Information Security Office DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413  Email: <a href="mailto:incidents@dhcs.ca.gov">incidents@dhcs.ca.gov</a>

**18. Responsibility of DHCS.** DHCS agrees to not request the Contractor to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

**19. Audits, Inspection and Enforcement**

**19.1** From time to time, DHCS may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Agreement. Contractor shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how DHCS exercises this provision shall not in any respect relieve Contractor of its responsibility to comply with this Agreement.

**19.2** If Contractor is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Contractor shall promptly notify DHCS unless it is legally prohibited from doing so.

**20. Termination**

**20.1 Termination for Cause.** Upon DHCS' knowledge of a violation of this Agreement by Contractor, DHCS may in its discretion:

**20.1.1** Provide an opportunity for Contractor to cure the violation and terminate this Agreement if Contractor does not do so within the time specified by DHCS; or

**20.1.2** Terminate this Agreement if Contractor has violated a material term of this Agreement.

**20.2 Judicial or Administrative Proceedings.** DHCS may terminate this Agreement if Contractor is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

**21. Miscellaneous Provisions**

**Exhibit F**

Privacy and Security Provisions

- 21.1 Disclaimer.** DHCS makes no warranty or representation that compliance by Contractor with this Agreement will satisfy Contractor's business needs or compliance obligations. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of PHI and other confidential information.
- 21.2. Amendment.**
- 21.2.1** Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.
- 21.2.2** Failure by Contractor to take necessary actions required by amendments to this Agreement under Section 21.2.1 shall constitute a material violation of this Agreement.
- 21.3 Assistance in Litigation or Administrative Proceedings.** Contractor shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Contractor.
- 21.4 No Third-Party Beneficiaries.** Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.
- 21.5 Interpretation.** The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.
- 21.6 No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

# Contractor Certification Clauses

CCC 04/2017

## CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Inyo County Health & Human Services Behavioral Health (ICHHS-BH)	95-6005445
By (Authorized Signature)	

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
	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 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](http://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.



# County of Inyo



## Health & Human Services - Behavioral Health

### CONSENT - ACTION REQUIRED

**MEETING:** August 16, 2022

**FROM:** Lucy Vincent

**SUBJECT:** Approval to Pay CBHDA Association Dues

---

**RECOMMENDED ACTION:**

Request Board approval to pay County Behavioral Health Directors Association (CBHDA) membership dues for Fiscal Year 2022-2023 in an amount not to exceed \$19,301, contingent upon the Board's adoption of the FY 2022-2023 Budget.

**SUMMARY/JUSTIFICATION:**

This request comes before you, consistent with the County Purchasing Policy, for approval of payment of annual dues. CBHDA, the association of Behavioral Health Directors, is staffed by an experienced team that works closely with CSAC, RCRC and other State partners to ensure education of legislators, advocacy with statewide stakeholders, and fiscal advocacy with the State and the Department of Healthcare Services (DHCS) for public behavioral health programs. In addition to its role in providing leadership, advocacy, and support for public behavioral health programs, CBHDA convenes behavioral health professionals for the purpose of informing public policy and improving the delivery of behavioral health services.

CBHDA has proved to be an effective organization, bringing needed resources, especially for small counties, to track and advocate around MediCal policies and regulations as related to functioning as the Specialty Mental Health MediCal and Drug MediCal Plan. In addition, CBHDA provides advocacy and support in such areas as the implementation of the Mental Health Services Act, the Substance Abuse Block Grant, the Mental Health Block Grant, CalAIM, LPS reform and the Continuum of Care reform.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

If dues are not paid, Inyo County would not have direct access to the resources, education and information available to participating counties.

**OTHER AGENCY INVOLVEMENT:**

All of California's County Behavioral Health programs.

**FINANCING:**

The funding is a combination of Federal, State, and Behavioral Health Realignment funds. This expense will be budgeted in Behavioral Health (045200) in General Operating (5311).

**ATTACHMENTS:**

1. CBHDA Invoice No. 12015 FY2223

**APPROVALS:**

Lucy Vincent	Created/Initiated - 8/1/2022
Darcy Ellis	Approved - 8/1/2022
Lucy Vincent	Approved - 8/1/2022
Anna Scott	Approved - 8/2/2022
Melissa Best-Baker	Approved - 8/5/2022
Amy Shepherd	Approved - 8/10/2022
Anna Scott	Final Approval - 8/10/2022

# INVOICE

**County Behavioral Health  
Directors Association of  
California**

1303 J Street Suite 300  
Sacramento, CA 95814

accounting@cbhda.org  
(916) 556-3477



## Inyo County Behavioral Health Department

**Bill to**

Inyo County Behavioral Health  
Department  
Kimball Pier, Director  
1360 North Main Street, Suite 124  
Bishop, CA 93514

**Invoice details**

Invoice no. : 12015  
Invoice date : 7/15/22  
Terms : Net 30  
Due date : 8/14/22

Product or service	Amount
1. <b>Membership Dues</b>	\$19,301.00
<b>Total</b>	<b>\$19,301.00</b>

150418 10:22:11 AM '22



# County of Inyo



## Health & Human Services - Behavioral Health

### CONSENT - ACTION REQUIRED

**MEETING:** August 16, 2022

**FROM:** Lucy Vincent

**SUBJECT:** Contract between County of Inyo and County of Nevada Department of BH for Telephone Triage Services

---

#### **RECOMMENDED ACTION:**

Request Board: A) declare the County of Nevada a sole-source contractor for rural crisis triage services; B) ratify and approve the agreement between the County of Inyo and County of Nevada Department of Behavioral Health, a political subdivision of the State of California, for the provision of Telephone Triage Services in an amount not to exceed \$34,500 for the period of July 1, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget; and C) authorize the Chairperson to sign, contingent upon all appropriate signatures being obtained.

#### **SUMMARY/JUSTIFICATION:**

This request to ratify the contract is coming to your board late due to the Department needing to meet and confer with ICEA regarding shifting duties from Progress House staff to a contract provider. That process was completed on July 20, 2022 and the contract was immediately routed for approval.

Inyo County Behavioral Health Services (ICBHS) is required to provide 24/7 crisis response service which may involve de-escalation of crises in person or by phone and to respond to the emergency rooms to provide 5150 assessments for hospitalizations. ICBHS has been chronically understaffed, which places an overwhelming burden on the few staff available to provide this service that we are legally obligated to do by the State.

Auburn Counseling Services, a subcontractor of the County of Nevada Department of Behavioral Health, is the only vendor available who can provide telephone triage services 24/7 with trained crisis responders who can de-escalate clients in crisis or send emergency responders to clients who need immediate assistance. Nevada County coordinates triage services for several small counties under their contract with Auburn Counseling Services.

The telephone triage services will be the first contact for emergency room staff and law enforcement who can assist in de-escalation and triage calls such that on-call clinicians may be dispatched only when clients meet criteria for a 5150 hold. The goal is to minimize the burden on clinical and case management staff and to keep clients safe by having trained crisis responders rather than relying on staff at the Progress House, whose duties are to attend to mentally ill Progress House residents, and whose job descriptions do not include suicide assessment, crisis response, or de-escalation. This is a pilot project which will help us meet our contractual requirements for network adequacy and 24/7 crisis response.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could decide not to approve this contract. If this contract is not approved, Inyo County Behavioral Health Services risks not being able to fulfill the Network Adequacy requirements of its MHP contract with the State or its requirement to respond appropriately to clients in crisis twenty-four hours a day, seven days a week due to chronic recruitment and retention problems with clinical staff.

**OTHER AGENCY INVOLVEMENT:**

None.

**FINANCING:**

Telephone triage services will be funded through Medi-Cal reimbursements for eligible services, realignment funds, and grant funding. This expense is budgeted in Mental Health (045200) in Professional and Special Services (5265). No County General Funds.

**ATTACHMENTS:**

1. Inyo County Telephone Triage Contract 22-23 Agreement

**APPROVALS:**

Lucy Vincent	Created/Initiated - 7/22/2022
Darcy Ellis	Approved - 7/22/2022
Lucy Vincent	Approved - 8/2/2022
Anna Scott	Approved - 8/2/2022
Melissa Best-Baker	Approved - 8/5/2022
John Vallejo	Approved - 8/11/2022
Amy Shepherd	Approved - 8/11/2022
Anna Scott	Final Approval - 8/11/2022

**CONTRACT FOR SERVICES  
INYO COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES**

DESCRIPTION: Telephone Triage Services  
CONTRACT NO.  
BEGINS: July 1, 2022  
ENDS: June 30, 2023  
ADMINISTERING AGENCY: Health and Human Services, Adult System of Care

---

This is an Agreement made and operative as of the 1<sup>st</sup> day of July, 2022, between the COUNTY OF INYO through its Health and Human Services Department, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and **County of Nevada, Department of Behavioral Health**, a political subdivision of the State of California, hereinafter referred to as "CONTRACTOR."

WHEREAS, COUNTY desires to make the most appropriate and economical use of regional services in order to provide comprehensive mental health services to all residents of Inyo County, and,

WHEREAS, CONTRACTOR currently operates a 24 hours per day, seven days per week telephone crisis triage service, and

WHEREAS, it is understood and agreed by and between the parties of this Agreement that they wish to enter into this Agreement in order to provide a full and complete statement of their respective responsibilities in connection with this venture during the term of this Agreement,

Therefore, in consideration of the mutual covenants and agreements of this Agreement, it is understood and agreed by and between the parties as follows:

1. **SERVICES:** CONTRACTOR agrees to provide COUNTY with Telephone Triage Services, as set forth in **Exhibit A titled Scope of Services**, attached hereto and incorporated herein by this reference.
2. **AMENDMENTS:** This Agreement constitutes the entire Agreement between the parties. Any amendments or changes to this Agreement, including attachments, shall be agreed to in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to COUNTY or provide additional payment to CONTRACTOR except as expressly set forth in this or the amended Agreement.
3. **PAYMENT:** COUNTY will pay to CONTRACTOR as full payment for all services rendered pursuant to this Agreement in the amount set forth in **Exhibit B, titled Payment Provisions**. The payment specified in Exhibit B shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. The total amount of this contract and payments made under this Agreement shall not exceed \$34,500. This rate shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. CONTRACTOR shall charge for travel according to the Federal General Services Administration (GSA) guidelines.
4. **OMB 2 CFR Part 200:** Except for agreements that are straight hourly rate or fee for services contracts not built on a submitted Budget, all components of payment billed to COUNTY will be calculated in accordance with the Office of Management and Budget (OMB) 2 CFR Part 200.
5. **INVOICES:**
  - 5.1. CONTRACTOR shall provide invoices to the COUNTY on a quarterly basis, within 30 days of the close of each calendar month with the exception of June billing. For all CEC/Cash Claim contracts, invoices for actual services provided between June 1<sup>st</sup> and June 15<sup>th</sup> shall be received by COUNTY by 5pm June 20<sup>th</sup>, and invoices for actual services provided between



June 16<sup>th</sup> and June 30<sup>th</sup> shall be received by COUNTY by 5pm July 15th. For all other contracts, invoices for services provided during the month of June shall be received by COUNTY by 5:00 p.m. on July 15th. **Exhibit B, titled Payment Provisions** shall indicate if this contract is reimbursed with funds from the CEC/Cash Claim. COUNTY will review, approve, and pay all valid invoices within 30 days of receipt.

- 5.2. Invoices for payment shall be submitted to the following address, shall be on the Sample Invoice provided by COUNTY or on CONTRACTOR'S letterhead and shall include the contract number, the CONTRACTOR name and remittance address, a unique invoice number, a detailed list of expenses with dollar amounts and backup documentation to support each expense should be attached to the invoice. Client personally identifiable information (PII) and protected health information (PHI) should not be submitted as backup documentation unless there is a necessary business need. When submitting invoices electronically when there is a business need to include PII or PHI, emails should be encrypted:

Inyo County HHS Fiscal  
Attn: Melissa Best Baker  
Email: [mbestbaker@inyocounty.us](mailto:mbestbaker@inyocounty.us)

Invoices are sent to:  
Kimball C. Pier  
Inyo County Behavioral Health  
1360 North Main  
Bishop, CA 93514  
kpier@inyocounty.us  
760-937-1658

- 5.3. Payment Delay. Notwithstanding any other terms of this Agreement, no payments will be made to CONTRACTOR until COUNTY is satisfied that work of such value has been rendered pursuant to this Agreement. However, COUNTY will not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.
6. **EXHIBITS:** All exhibits referred to in this Agreement, and/or identified in the list of exhibits following the signature page, and / or otherwise attached to the Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit A, Exhibit B, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements. Responsibilities and services of CONTRACTOR identified in more than one location will be construed such that the provisions mandating the greater obligations shall control.
7. **FACILITIES, EQUIPMENT AND OTHER MATERIALS:** Except as otherwise specifically provided in this Agreement, CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. At COUNTY'S discretion, COUNTY may make equipment or facilities available to CONTRACTOR for CONTRACTOR'S use in furtherance of this Agreement only where a COUNTY Facility or Equipment exhibit is attached to this Agreement identifying the equipment or facilities to be used by which of CONTRACTOR'S personnel.
8. **ACCOUNTING REQUIREMENTS:** CONTRACTOR shall comply with all applicable COUNTY, State, and Federal accounting laws, rules and regulations. CONTRACTOR shall be required to establish and maintain accounting systems and financial records that accurately account for and

reflect all Federal funds received, including all matching funds from the State, COUNTY and any other local or private organizations. CONTRACTOR's records shall reflect the expenditure and accounting of said funds in accordance with all State laws and procedures for expending and accounting for all funds and receivables, as well as meet the financial management standards in 45 CFR Part 92 and in the Office of Management and Budget 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

9. **RIGHT TO MONITOR AND AUDIT:** COUNTY, State and Federal Governments shall have the right to monitor all work performed under this Agreement to assure that all-applicable State and Federal regulations are met. COUNTY, State and Federal Governments shall have the right to audit all work, records and procedures related to this Agreement to determine the extent to which the program is achieving its purposes and performance goals. COUNTY will have the right to review financial and programmatic reports and will notify CONTRACTOR of any potential Federal and/or State exception(s) discovered during such examination. COUNTY will follow-up and ensure that the CONTRACTOR takes timely and appropriate action on all deficiencies.

10. **LIMITATION OF COUNTY LIABILITY FOR DISALLOWANCES:**

10.1. Notwithstanding any other provision of the Agreement, COUNTY will be held harmless by CONTRACTOR from any Federal or State audit disallowance and interest resulting from payments made to CONTRACTOR pursuant to this Agreement, less the amounts already submitted to the State for the disallowed claim.

10.2. To the extent that a Federal or State audit disallowance and interest results from a claim or claims for which CONTRACTOR has received reimbursement for services provided, COUNTY will recoup within 30 days from CONTRACTOR through offsets to pending and future claims or by direct billing, amounts equal to the amount of the disallowance plus interest in that fiscal year, less the amounts already remitted to the State for the disallowed claim. All subsequent claims submitted to COUNTY applicable to any previously disallowed claim may be held in abeyance, with no payment made, until the Federal or State disallowance issue is resolved.

10.3. CONTRACTOR shall reply in a timely manner, to any request for information or to audit exceptions by COUNTY, State and Federal audit agencies that directly relate to the services to be performed under this Agreement.

10.4. CONTRACTOR will cooperate with COUNTY in any challenge of a disallowance by a Federal or State agency.

11. **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2022 through June 30, 2023, unless terminated earlier pursuant to Agreement. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.

12. **CONTINGENCY OF FUNDING:**

12.1. Funding or portions of funding for this Agreement may be directly contingent upon state or federal budget approval; receipt of funds from, and/or obligation of funds by, the State of California or the United States Government to COUNTY; and inclusion of sufficient funding for the services hereunder in the budget approved by COUNTY'S Board of Supervisors for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty. Except in COUNTY'S sole discretion, which discretion may be limited at law, CONTRACTOR agrees and understands that in no event will any of COUNTY'S obligations under this Agreement be funded from any other COUNTY funding source.

12.2. Any adjustments in funding shall be made through a written contract amendment, and shall include any changes required to the Scope of Services in response to modifications in funding. The amount of such adjustment shall not exceed any augmentation or reduction in funding to COUNTY by the County of Inyo Board of Supervisors, State and/or the United States government. Amendments issued in response to adjustments in funding shall be considered fully executed when approved by the CONTRACTOR and COUNTY. CONTRACTOR understands that any such amendments to this Agreement may not reflect the entire amount of any augmentation or reduction in funding provided to COUNTY for the subject services.

**13. TERMINATION:**

13.1. COUNTY will have the right to terminate this Agreement at any time without cause by giving thirty (30) days' notice, in writing, of such termination to CONTRACTOR. If the COUNTY gives notice of termination for cause, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice. Such notice shall be personally served or given by United States Mail.

13.2. In the event COUNTY terminates this Agreement, CONTRACTOR shall be paid for all work performed and all reasonable allowable expenses incurred to date of termination. Should there be a dispute regarding the work performed by CONTRACTOR under this Agreement, COUNTY will pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Agreement specified in the Payment section herein, and further provided, however, COUNTY will not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial and other information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

13.3. CONTRACTOR may terminate its services under this Agreement upon sixty (60) calendar days' advance written notice to the COUNTY.

14. **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 practitioner of the profession in which CONTRACTOR is engaged in the geographical area in which CONTRACTOR practices its profession. All products or services of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in CONTRACTOR'S profession. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from COUNTY.

15. **LICENSES, PERMITS, ETC.:** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR and/or its employees to practice its/their profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR and/or its employees to practice its/their profession at the time the services are performed.

**16. RECORDS:**

16.1. This provision is intended to provide the minimum obligations with respect to records. If provisions contained elsewhere in this Agreement, or at law, provide greater obligations with respect to records or information, those obligations control. For purposes of this provision "records" is defined to mean any and all writings, as further defined in California Evidence Code section 250, whether maintained in paper or electronic form, prepared by or received by CONTRACTOR, in relation to this Agreement.

16.2. CONTRACTOR shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to COUNTY. CONTRACTOR agrees to provide documentation or reports, compile data, or make its internal practices and records available to COUNTY or personnel of authorized state or federal agencies, for purpose of determining compliance with this Agreement or other applicable legal obligations. COUNTY will have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.

16.3. Upon completion or termination of this Agreement, COUNTY may request CONTRACTOR deliver originals or copies of all records to COUNTY. COUNTY will have full ownership and control of all such records. If COUNTY does not request all records from CONTRACTOR, then CONTRACTOR shall maintain them for a minimum of four (4) years after completion or termination of the Agreement. If for some reason CONTRACTOR is unable to continue its maintenance obligations, CONTRACTOR shall give notice to COUNTY in sufficient time for COUNTY to take steps to ensure proper continued maintenance of records.

16.4. If Agreement is state or federally funded, CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under contract (Government Code, Section 8546.7). Should COUNTY or any outside governmental entity require or request a post-contract audit, record review, report, or similar activity that would require CONTRACTOR to expend staff time and/or resources to comply, CONTRACTOR shall be responsible for all such costs incurred as a result of this activity.

17. **BACKGROUND CHECK:** CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives). Completion of a satisfactory livescan will also be needed if legally required. CONTRACTOR further agrees to hold COUNTY harmless from any liability for injuries or damages (as outlined in the hold harmless clause contained herein) resulting from a breach of this provision or CONTRACTOR'S actions in this regard.

18. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, CONTRACTOR, its agents and employees are, at all times, acting and performing as independent contractors, and this Agreement creates no relationship of employer and employee as between COUNTY and CONTRACTOR. CONTRACTOR agrees neither it nor its agents and employees have any rights, entitlement or claim against COUNTY for any type of employment benefits or workers' compensation or other programs afforded to COUNTY employees. CONTRACTOR shall be responsible for all applicable State and Federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.

19. **INSURANCE and INDEMNIFICATION REQUIREMENTS:** See **Exhibit C** for insurance requirements for this Agreement. The COUNTY'S insurance requirements are a material provision to this Agreement.

**20. CONFIDENTIALITY of RECORDS and INFORMATION:**

20.1. CONTRACTOR agrees to maintain confidentiality of information and records as required by applicable Federal, State and local laws, regulations and rules. CONTRACTOR shall not use or disclose confidential information other than as permitted or required by this Agreement and will notify COUNTY of any discovered instances of breaches of confidentiality.

CONTRACTOR shall ensure that any subcontractors' agents receiving confidential information related to this Agreement agree to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. CONTRACTOR agrees to hold COUNTY harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein.

20.1.1. HIPAA/ Protected Health Information. If CONTRACTOR is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or the HIPAA Business Associate Agreement (BAA) Addendum is included as part of this Agreement, it is obliged to comply with applicable requirements of law and subsequent amendments relating to any protected health information, as well as any task or activity CONTRACTOR performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements. If this Agreement has been determined to constitute a business associate relationship under HIPAA and the HIPAA regulations, CONTRACTOR is the Business Associate of COUNTY and agrees to the HIPAA Business Associate Agreement (BAA) Addendum exhibit attached to this Agreement.

20.1.2. 42 C.F.R. Part 2/ Drug and Alcohol Abuse Records. If CONTRACTOR is a covered program under the Confidentiality of Alcohol and Drug Abuse Patient Records Act, 42 C.F.R. Part 2 or signs the Qualified Service Organization Agreement (QSOA), it is obliged to comply with applicable requirements of law and subsequent amendments relating to any protected health information and patient identifying information, as well as any task or activity CONTRACTOR performs on behalf of COUNTY, to the extent COUNTY would be required to comply with such requirements. If this Agreement has been determined to constitute a qualified service organization relationship under 42 C.F.R. Part 2 and the 42 C.F.R. Part 2 regulations, CONTRACTOR is the Qualified Service Organization of COUNTY and agrees to enter into the Qualified Service Organization Agreement (QSOA) Addendum contained as an exhibit to this Agreement.

21. **CONFLICT OF INTEREST:** CONTRACTOR certifies that it has no current business or financial relationship with any COUNTY employee or official, or other COUNTY contract provider that could create a conflict with this Agreement and will not enter into any such business or financial relationships during the period of this Agreement. CONTRACTOR attests that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any legally prohibited personal financial interest or benefit which either directly or indirectly arises out of this Agreement. CONTRACTOR shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in legally prohibited private gain, or gives the appearance of being motivated for legally prohibited private gain for themselves or others, particularly those with whom they have family, business, or other ties. CONTRACTOR certifies that no official or employee of the COUNTY, nor any business entity in which an official of the COUNTY has an interest, has been employed or retained to solicit or aid in the procuring of this Agreement. In addition, CONTRACTOR agrees that no such person will be employed in the performance of this Agreement without immediately notifying the COUNTY.

**22. CONTRACT ADMINISTRATOR:**

22.1. ADMINISTRATOR will provide consultation and technical assistance in monitoring the terms of this Agreement

22.2. ADMINISTRATOR is responsible for monitoring the performance of the CONTRACTOR in meeting the terms of this Agreement, for reviewing the quality of CONTRACTOR services,

notifying CONTRACTOR of performance deficiencies, and pursuing corrective action to assure compliance with contract requirements.

22.3. ADMINISTRATOR may be revised from time to time, at the discretion of the COUNTY. Any change in ADMINISTRATOR will be provided to CONTRACTOR by written notice. At contract commencement, the ADMINISTRATOR will be:

Kimball C. Pier  
Inyo County Behavioral Health  
1360 North Main  
Bishop, CA 93514  
760-937-1658

23. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows. Changes in contact person or address information shall be made by notice, in writing, to the other party.

If to COUNTY: Kimball C. Pier, Deputy Director of Behavioral Health  
Inyo County Behavioral Health  
1360 North Main  
Bishop, CA 93514  
760-937-1658

If to CONTRACTOR: Cari Yardley, Program  
Manager  
Nevada County Behavioral Health  
500 Crown Point Circle, Suite 120  
Grass Valley, CA 95945  
530/470-2559

24. **NONDISCRIMINATION:** During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws, rules, regulations and ordinances, including the provisions of the Americans with Disabilities Act of 1990, and Fair Employment and Housing Act, and will not unlawfully discriminate against employees, applicants or clients because of race, sex, sexual orientation, color, ancestry, religion or religious creed, national origin or ethnic group identification, mental disability, physical disability, medical condition (including cancer, HIV and AIDS), age (over 40), marital status, or use of Family and Medical Care Leave and/or Pregnancy Disability Leave in regard to any position for which the employee or applicant is qualified.

25. **ASSIGNMENT:** CONTRACTOR shall not assign or sub-contract, in whole or part, any of its rights, duties, services or obligations arising under this Agreement without written consent of COUNTY. The terms of this Agreement shall also apply to any subcontractor(s) of CONTRACTOR.

26. **NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Agreement shall not restrict COUNTY from acquiring similar, equal or like goods and/or services from other entities or sources. CONTRACTOR shall only provide those services as requested by COUNTY and COUNTY may cancel any service request.

27. **TIME OF PERFORMANCE:** CONTRACTOR agrees to complete all work and services in a timely fashion.

28. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of COUNTY and CONTRACTOR with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party which is not contained in this Agreement shall be binding or valid.

29. **GOVERNING LAW AND VENUE:** The parties enter into this Agreement in the County of Inyo,

California and agree to comply with all applicable laws and regulations therein. The laws of the State of California shall govern its interpretation and effect. For litigation purposes, the parties agree that the proper venue for any dispute related to the Agreement shall be the Inyo County Superior Court or the United States District Court, Eastern District of California.

30. **CONTRACTOR NOT AGENT:** Except as COUNTY may specify in writing CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied pursuant to this Agreement to Bind COUNTY to any obligation whatsoever.

***//Signatures on following page***

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

COUNTY OF NEVADA ("CONTRACTOR")
_____ Phebe Bell, Director Nevada County Behavioral Health Department
Date: _____
Approved as to Form Office of Nevada County Counsel
_____ Date: _____

COUNTY OF INYO ("COUNTY")
_____ Chair Inyo County Board of Supervisors
Date: _____
Approved as to Form Office of Inyo County Counsel
_____ Date: <u>08/24/2022</u>

EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Payment Provisions
- Exhibit C – Insurance and Indemnification Requirements
- Exhibit D – County Facility or Equipment to be used by Contractor
- Exhibit E – Records and Reporting Exhibit
- Exhibit F – Schedule of HIPAA Provisions for Business Associates



**SCOPE OF SERVICES**

1. Program Description:
    - 1.1. CONTRACTOR agrees to provide, and COUNTY agrees to accept, Telephone Triage Services, which parties acknowledge and agree will be provided through a subcontract with Auburn Counseling Services, Inc. dba Communicare, for Inyo County Behavioral Health. Contractor calls include Mental Health and Substance Use Disorder (SUD) referrals for adults and 5150 referrals for adults, children, and youth.
    - 1.2. Telephone Triage Services shall be provided on weekdays from 12:00pm to 1:00pm, After-Hours (after 5:00 p.m. and prior to 8:00 a.m.), and All-Hours (after 5:00 p.m. the day before the weekend/holiday and prior to 8:00 a.m. day after weekend/holiday) for weekends and holidays for the term of this Agreement. Telephone Triage will also receive all crisis calls 24 hours/day and will refer to the Inyo County crisis worker when necessary.
  2. The specific responsibilities of the CONTRACTOR:
    - 2.1.1. Receive all calls, collect all intake information, and make assessment for appropriate referral to the COUNTY Behavioral Health Access Contact or to the COUNTY on-call crisis worker. Provide information, consultation, and education for clients by telephone as appropriate.
    - 2.1.2. Document all Behavioral Health calls through utilization of the COUNTY daily log
    - 2.1.3. Daily call logs recorded in the spreadsheet will be sent to the COUNTY thru Fax, 760-873-3277, or encrypted email to Kimball C. Pier, Ph.D., LMFT at [kpier@inyocounty.us](mailto:kpier@inyocounty.us), Chrystina Pope, LMFT, at [cpope@inyocounty.us](mailto:cpope@inyocounty.us), and Lucy Vincent, Administrative Secretary, at [lvincent@inyocounty.us](mailto:lvincent@inyocounty.us).
    - 2.1.4. Use the COUNTY screening tool to determine linkage of mental health services to the specific manage care plan, where appropriate.
    - 2.1.5. For Mental Health Crisis calls, including referral of any 5150 evaluations, transfer the call to the COUNTY on-call staff providing crisis services.
  - 2.2. For documentation, the CONTRACTOR shall meet requirements set forth by the Department of Healthcare Services (DHCS), Department of Social Services (DSS), and Inyo County's Managed Care Program to meet the requirements of assuring access to Mental Health Services and Substance Use Disorder services.
  - 2.3. All staff will receive annual training on: 1) How to properly access appropriate interpreting services for callers and 2) Ensuring that all requirements of the After-Hours access line are met. New hires will receive training within 30 days of hire.
3. The specific responsibilities of COUNTY are as follows:
  - 3.1. Provide training, support, and equipment to provider staff to ensure a smooth transition of telephone triage services.

Provide training and support to provider staff to ensure necessary documentation for billing purposes.

4. CONFIDENTIALITY OF DATA AND DOCUMENTS:

- 4.1. CONTRACTOR agrees to maintain confidentiality of information and records as required by applicable Federal, State and local laws, regulations and rules, and further agrees to hold COUNTY harmless from any breach of confidentiality, as set forth in the hold harmless provisions contained herein.
- 4.2. Except as otherwise required by law, CONTRACTOR shall not disclose medical or mental health data or documents or disseminate the contents of the final or any preliminary report without express permission of the California Department of Health Care Services (DHCS ) (formerly the California Department of Mental Health [DMH])
- 4.3. Permission to disclose information or documents on one occasion or at public hearings held by DHCS relating to the same shall not authorize CONTRACTOR to further disclose such information or documents on any other occasion, except as otherwise required by law.
- 4.4. CONTRACTOR shall not comment publicly to the Press or any other media regarding the data or documents generated, collected, or produced in connection with this Agreement, or DHCS'S actions on the same, except to DHCS staff, CONTRACTOR own personnel involved in the performance of this Agreement, at a public hearing, or in response to questions from a legislative committee.
- 4.5. If requested by DHCS, CONTRACTOR shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by DHCS and shall supply DHCS with evidence thereof.

**PAYMENT PROVISIONS**

COUNTY will pay the CONTRACTOR at a quarterly rate of \$8,625 as full payment for each full month during which Telephone Triage Services are provided as set forth in Section 1, Scope of Services and Exhibit A. The total contractual obligation shall not exceed \$34,500 over the term of this Agreement. This rate shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses.

**INYO COUNTY INSURANCE AND INDEMNITY REQUIREMENTS**

1. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:
  - 1.1. COUNTY agrees to indemnify, defend and hold harmless CONTRACTOR and CONTRACTOR'S officers, officials, employees, agents, volunteers and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of COUNTY, its officers, officials, employees, agents, volunteers and elective and appointive boards
  - 1.2. CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY, its officers, officials, employees, agents, volunteers and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of CONTRACTOR, its officers, officials, employees, agents, volunteers and elective and appointive boards.
  - 1.3. This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of CONTRACTOR'S services, as well as during the progress of rendering such services. Acceptance of insurance required by this Agreement does not relieve CONTRACTOR from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by CONTRACTOR'S operations regardless if any insurance is applicable or not.
2. INSURANCE:
  - 2.1. CONTRACTOR understands and agrees the COUNTY, in accordance with Government Code section 990 and Labor Code Section 7300, has elected to self-insure and participate in risk pooling for general, auto, worker's compensation, and medical malpractice liability. Under these forms of insurance, the COUNTY covers tort and worker's compensation liability arising out of official COUNTY business and for work performed in this agreement. All claims against the COUNTY based on tort liability should be presented as a government claim to the Clerk of the Board.
  - 2.2. COUNTY understands and agrees the CONTRACTOR, in accordance with Government Code section 990 and Labor Code Section 7300, has elected to self-insure and participate in risk pooling for general, auto, worker's compensation, and medical malpractice liability. Under these forms of insurance, the CONTRACTOR covers tort and worker's compensation liability arising out of official CONTRACTOR business and for work performed in this agreement. All claims against the CONTRACTOR based on tort liability should be presented as a government claim to the Clerk of the Board 950 Maidu Avenue, Suite 200 Nevada city, CA 95959. (Gov.CodeSection900,et.Seq.) <https://www.mynevadacounty.com/869/Filing-Claims-Against-the-County>. CONTRACTOR agrees to require each transferee, subcontractor and assignee to 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 work hereunder. Coverage shall be at least as broad as Insurance Services Office Form CG 00 01 covering commercial general liability with limit no less than \$1,000,000, Insurance Services Office Form Number CA 0001 covering auto liability with limit no less than \$1,000,000, worker's compensation with limit no less than \$1,000,000, and professional liability (Errors and Omissions) insurance with limit no less than \$1,000,000.

**COUNTY Facility or Equipment to be used by CONTRACTOR**

**Special Terms and Conditions including Security Standards for Inyo County Data Network**

1. Specific Identification of Facility and Equipment. The following COUNTY facilities and/or equipment may be utilized by CONTRACTOR under this Agreement: (a) COUNTY main phone line will be transferred or rolled over to the CONTRACTOR per after-hour schedule, (b) Access to the COUNTY Citrix by three CONTRACTOR employees.
2. Use at COUNTY Discretion. Use of COUNTY facilities or equipment is made at COUNTY sole discretion. COUNTY may discontinue use of COUNTY facilities or equipment by CONTRACTOR upon reasonable notice. COUNTY reserves the right to provide substitute facilities or equipment at its discretion. COUNTY reserves the right to pre-approve all CONTRACTOR personnel who are to use COUNTY facilities or equipment. COUNTY reserves the right to require CONTRACTOR to remove any of CONTRACTOR personnel from COUNTY facilities or to discontinue use of COUNTY equipment.
3. Property Rights. All COUNTY facilities, equipment and data will remain under the sole ownership, custody and control of COUNTY and CONTRACTOR is not granted any property interest therein. CONTRACTOR shall only use COUNTY facilities and equipment for the purposes of fulfilling its obligations to COUNTY under this Agreement. CONTRACTOR may access any and all electronic or paper data and records created, transmitted, or accessed utilizing COUNTY equipment or while on COUNTY property.
4. Compliance with Laws and Regulations. CONTRACTOR and its employees shall comply at all times with all applicable laws, regulations, ordinances, and CONTRACTOR policies regarding use of the COUNTY facilities and equipment.
5. Confidentiality. CONTRACTOR and its employees are responsible for maintaining as confidential any confidential information of COUNTY or any third party, acquired in the course of using COUNTY facilities or equipment.
6. Conduct and Cooperation. CONTRACTOR and its employees and representatives are subject to the same rules of conduct as COUNTY employees when using COUNTY facilities and equipment. CONTRACTOR and its employees may be subject to additional clearances, obligations, and conditions depending on the nature of the COUNTY facility or equipment being utilized. CONTRACTOR and its employees will cooperate with COUNTY in providing any additional information, signing any forms or acknowledgments, and in reasonably participating as a potential witness in any investigations undertaken under COUNTY policies in which CONTRACTOR or its employees might have information.
7. Third Parties. CONTRACTOR may not permit any other person to occupy or use County's facilities or equipment, including by placing such person's equipment in a COUNTY space, without first obtaining County's written consent to do so. Such consent may be withheld by COUNTY is County's sole discretion.
8. Co-located CONTRACTOR Employees. Co-location of CONTRACTOR'S employees at COUNTY facilities is discouraged and co-location will only be authorized in extraordinary circumstances as necessary to fulfill important service obligations under this Agreement. Co-located CONTRACTOR

employees will be required to pass COUNTY back-ground check and acknowledge familiarity with identified COUNTY policies and procedures.

9. If CONTRACTOR is given access to COUNTY'S electronic billing system through COUNTY Citrix access or any similar access, CONTRACTOR shall utilize COUNTY electronic billing system to admit, discharge, enter service charges, check financial eligibility, and run reports specific to their clients via Citrix. CONTRACTOR shall be allowed to only view their assigned programs and clients. CONTRACTOR agrees to report to the Contract Administrator any inadvertent viewing of information that is outside their assigned programs and clients.

**Records and Reporting Exhibit****1. RECORDS AND REPORTS:**

- 1.1. This provision is intended to provide the minimum obligations with respect to records. If provisions contained elsewhere in this Agreement, or at law, provide greater obligations with respect to records or information, those obligations control. For purposes of this provision "records" is defined to mean any and all writings, as further defined in California Evidence Code section 250, whether maintained in paper or electronic form, prepared by or received by CONTRACTOR, in relation to this Agreement.
- 1.2. CONTRACTOR shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to COUNTY. CONTRACTOR agrees to provide documentation or reports, compile data, or make its internal practices and records available to COUNTY or personnel of authorized state or federal agencies, for purpose of determining compliance with this Agreement or other applicable legal obligations. COUNTY will have the right to inspect or obtain copies of such records during usual business hours upon reasonable notice.
- 1.3. Upon completion or termination of this Agreement, COUNTY may request CONTRACTOR deliver originals or copies of all records to COUNTY. COUNTY will have full ownership and control of all such records. If COUNTY does not request all records from COUNTY, then CONTRACTOR shall maintain them in accordance with 42 CFR Section 438 after completion or termination of the Agreement. If for some reason CONTRACTOR is unable to continue its maintenance obligations, CONTRACTOR shall give notice to COUNTY in sufficient time for COUNTY to take steps to ensure proper continued maintenance of records.
- 1.4. CONTRACTOR shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under contract (Government Code, Section 8546.7). Should COUNTY or any outside governmental entity require or request a post-contract audit, record review, report, or similar activity that would require CONTRACTOR to expend staff time and/or resources to comply, CONTRACTOR shall be responsible for all such costs incurred as a result of this activity.
- 1.5. COUNTY, DHCS, the Comptroller General of the United States, and other authorized State or Federal agencies and representatives shall have the right to examine COUNTY'S records pertinent to the CONTRACTOR SAPTBG and DMC contract at any reasonable time.
  - 1.5.1. Client Records: CONTRACTOR shall maintain adequate records of each individual client including a record of services provided by the various professional and paraprofessional personnel in sufficient detail to evaluate services, and containing all data necessary in reporting to DHCS, including records of client interviews and progress notes. All client records shall be retained by CONTRACTOR in accordance with 42 CFR Section 438. Further, at the termination of contractual relationships between CONTRACTOR and COUNTY, COUNTY shall have such access to client records as is reasonably necessary to assure continuity of client care.
  - 1.5.2. Financial Records: Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. Accounting records and supporting documentation shall be maintained in accordance with 42 CFR Section 438 following settlement of the Annual Cost Report. When an

audit has been started before the expiration in accordance with 42 CFR Section 438, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. CONTRACTOR shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with the State. All records must be capable of verification by qualified auditors.

- 1.5.3. Annual Cost Report: CONTRACTOR shall provide an Annual Cost Report to the COUNTY no later than the first of September for activities from the prior fiscal year. The Annual Cost Report shall reflect all revenues and expenses detailed as to sources and application of funds, salaries and wages, employee benefits, services and supplies, and such other expenses as necessary to operate the services as defined in this Agreement. Failure to submit a timely Annual Cost Report may delay reimbursements payable by COUNTY to COUNTY.
- 1.5.4. Independent Audit Report: Within six (6) months of close of each COUNTY fiscal year, CONTRACTOR shall file a financial audit report as performed by an independent Certified Public Accountant, selected and performed in accordance with Federal Audit Guidelines OMB Super Circular.
- 1.5.5. Agency Program Budget: CONTRACTOR shall submit to COUNTY, for informational purposes upon request, its total corporation budget including: All program budgets, all revenue sources and projected revenue amounts, all cost allocations, and line-item breakdown of budget categories to include salary levels listed by job classification as well as detailing of operational and administrative expenses by cost center.
- 1.5.6. Transfer of Records: In the event that CONTRACTOR ceases operation, all files that are subject to audit shall be transferred to the COUNTY for proper storage of physical records and electronic data. CONTRACTOR shall notify COUNTY of impending closure as soon as such closure has been determined, and provide COUNTY with a complete list of records in its possession pertaining to COUNTY clients and operational costs under this Agreement. COUNTY shall promptly advise CONTRACTOR which records are to be transferred to the custody of COUNTY. Records not transferred to custody of COUNTY shall be properly destroyed by CONTRACTOR, and CONTRACTOR shall provide documentation of proper destruction of all such records to COUNTY.



**SCHEDULE OF HIPAA PROVISIONS  
FOR BUSINESS ASSOCIATES**

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS  
ASSOCIATE AGREEMENT**

Contractor acknowledges that it is a “Business Associate” for purposes of this contract and of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and The Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH) per 45 CFR §160.103 and therefore is directly subject to the HIPAA Security Rule, Privacy Rule and Enforcement Rule, including its civil and criminal penalties and shall implement its standards.

Regarding the Use and Disclosure of Protected Health Information:

1. Except as otherwise limited in this Agreement, Contractor may use or disclose Protected Health Information (PHI) to perform functions, activities, or services for, or on behalf of, County as specified in this contract, provided that such use or disclosure would not violate the Privacy Rule if done by County and is in accordance with the “minimum necessary” policies and procedures of the County (see NCPP 200 – Use and Disclosure Policy).
2. Except as otherwise limited in this Agreement, Contractor may use Protected Health Information (PHI) for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor provided that the disclosure is required by law or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which Contractor disclosed it to the person. And, Contractor shall also ensure that the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.
3. Contractor shall not use or further disclose the PHI it creates, receives, maintains or transmits on behalf of the County for any purpose other than as permitted or required by this agreement or as required by law.
4. Contractor shall make available PHI to the individual for which it pertains in accordance to applicable law including 45 CFR §164.524
5. Contractor shall make available PHI for amendment and incorporate any amendments to PHI records in accordance with 45 CFR §164.526.
6. Contractor shall track disclosures and make available the information required to provide an accounting of disclosures if requested by the individual or COUNTY in accordance with 45 CFR §164.528.
7. To the extent the Contractor is to carry out County’s obligations under the Privacy Rule, Contractor agrees to comply with the requirements of the Privacy Rule that apply to County in the performance of such obligations.

Contractor agrees to:

8. Protect the privacy and provide for the security of Protected Health Information (PHI) and electronic Protected Health Information (ePHI) created, received, maintained or transmitted by Contractor pursuant to this agreement in accordance with HIPAA, HITECH and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the HIPAA Regulations) and other applicable laws.
9. Develop and maintain a written information privacy and security program that includes administrative, physical and technical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. Contractor will provide County with information concerning such safeguards as County may reasonably request from time to time.
10. Comply with County policies and procedures related to obtaining, using, disclosing, creating, maintaining and transmitting PHI and ePHI as it relates to this agreement.
11. Ensure sufficient training and utilize reasonable measures to ensure compliance with requirements of this agreement by Contractor's workforce members who use or disclose PHI (in any form) to assist in the performance of functions or activities under this agreement; and discipline such employees who intentionally violate any provisions of this agreement, including termination of employment. Workforce member training shall be documented and such documents retained for the period of this contract and made available to County for inspection if requested.
12. Ensure that any subcontractors or agents agree to comply with the same restrictions, conditions and terms that apply to the Contractor with respect to this agreement and with applicable requirements of HIPAA and HITECH by entering into a written contract including permissible uses and disclosures and provisions where the subcontractor or agent agrees to implement reasonable and appropriate security measures to protect the information (PHI or ePHI) it creates, receives, maintains or transmits on behalf of Contractor or County with respect to this agreement.
13. Report to County any security incident or any unauthorized use or disclosure of PHI (in any form). Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system and includes breaches of unsecured protected health information as required by 45 CFR §164.410. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by Contractor on the first day on which such use or disclosure or security incident is known to the Contractor, including any person, other than the individual committing the unauthorized use or disclosure or security incident, that is an employee, officer or other agent of the Contractor, or who should reasonably have known such unauthorized activities occurred.
14. Contractor will comply with all applicable breach notification requirements including notifications to the individual/s whose PHI is the subject of a breach, as provided under the HIPAA and HITECH Acts. Contractor shall take prompt corrective action to cure any breach or action pertaining to the unauthorized disclosure of PHI or ePHI.
15. Make Contractor's internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of County available to the County upon request. In addition, Contractor will make these items available to the Secretary of the United States Health and Human Services for purposes of determining County's or Contractor's compliance with HIPAA and its

implementing regulations (in all events Contractor shall immediately notify County of any such request, and shall provide County with copies of any such materials).

16. Contractor agrees that this agreement may be amended from time to time by County if and to the extent required by the provision of 42 U.S.C. § 1171, et seq., enacted by HIPAA and regulations promulgated thereunder, in order to assure that this agreement is consistent therewith.
17. Contractor acknowledges that a violation of the terms of this exhibit would constitute a material breach of this agreement.
18. At termination of this contract, if feasible, Contractor agrees to return or destroy all protected health information received from, or created or received by the Contractor on behalf of County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.



# County of Inyo



## Public Works - Recycling & Waste Management

### CONSENT - ACTION REQUIRED

**MEETING:** August 16, 2022

**FROM:** Cap Aubrey

**SUBJECT:** Holiday Closure of the Inyo County Landfills

---

**RECOMMENDED ACTION:**

Request Board authorize the Inyo County Recycling and Waste Management Program to close the Independence, Lone Pine, and Bishop-Sunland landfills on the following holidays: Christmas Day, December 25, 2022 and New Years Day, January 1, 2023.

**SUMMARY/JUSTIFICATION:**

Christmas Day and New Year's Day fall on Sundays this year and the official County Holidays will be recognized on the following Mondays. As such, the landfills would be closed to the public on Monday.

Sundays are already slow days at these facilities. We expect that due to the holiday, usage will be less than normal. In recognition of the holiday and so that our employees can celebrate with their families without greatly inconveniencing customers, Inyo County Recycling and Waste Management recommends closing the three landfills that would normally be open on Sundays - Bishop-Sunland Landfill, Independence Landfill and Lone Pine Landfill, for Christmas Day and New Year's Day - and opening on Monday instead.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The County of Inyo Recycling and Waste Management Program could leave the landfills open on Christmas Day and New Year's Day but that is not advised because it will not allow our landfill employees to spend the holiday with their families with minimal inconvenience to customers.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

Recycling and Waste Management staff expects that any trash that would not be brought to the landfills on closed days will be brought on an open day, resulting in no loss of revenues.

**ATTACHMENTS:**

**APPROVALS:**

Teresa Elliott	Created/Initiated - 6/7/2022
Darcy Ellis	Approved - 6/7/2022
Teresa Elliott	Approved - 6/9/2022
Breanne Nelums	Approved - 6/9/2022
Keri Oney	Approved - 6/9/2022
John Vallejo	Approved - 8/11/2022
Michael Errante	Final Approval - 8/11/2022



# County of Inyo



## Public Works - Recycling & Waste Management

### CONSENT - ACTION REQUIRED

**MEETING:** August 16, 2022

**FROM:** Cap Aubrey

**SUBJECT:** Award of Contract for the Bishop-Sunland Landfill Gas Extraction Well Equipment Project

---

**RECOMMENDED ACTION:**

Request Board: A) approve the contract between the County of Inyo and BSE General Engineering, Inc. of Descanso, CA, as a sole-source provider, for the provision of the Gas Extraction Well Equipment Project in an amount not to exceed \$47,604.05 for the period of August 17, 2022 through June 30, 2023, contingent upon the Board's approval of the Fiscal Year 2022-2023 Budget, B) authorize the Board Chairperson to sign the contract, contingent on all appropriate signatures being obtained; and C) authorize the Public Works Director to sign all other contract documents, including change orders, to the extent permitted pursuant to Section 20142 of the Public Contract Code and other applicable law.

**SUMMARY/JUSTIFICATION:**

BSE General Engineering, Inc., also known as Bob Sonn Excavating, installed two gas extraction systems at the Bishop-Sunland Landfill 7 years ago. These systems are custom built by this vendor. We would like them to install a third well to keep all parts in the system consistent and interchangeable. RWM is regulated by Lohantan Water Board to keep the gas extraction well in operation and this well had an equipment failure, deeming it unusable. This project will replace the parts that are needed while updating the unit to be equivalent to the existing two wells on site.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could choose not to award the bid to BSE General Engineering as a sole source provider, but this would not be recommended as they were the original company to install the gas extraction wells with the importance of keeping all of our wells uniform.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

The Bishop-Sunland Landfill Gas Extraction Well Equipment Project is budgeted in the Fiscal Year 2022-2023

Recycling and Waste Management Budget in the Infrastructure object code 5620.

**ATTACHMENTS:**

1. BSE General Engineering, Inc. Contract

**APPROVALS:**

Teresa Elliott	Created/Initiated - 7/27/2022
Darcy Ellis	Approved - 7/27/2022
Teresa Elliott	Approved - 7/28/2022
Breanne Nelums	Approved - 7/28/2022
John Vallejo	Approved - 8/1/2022
Amy Shepherd	Approved - 8/2/2022
Michael Errante	Final Approval - 8/2/2022

**CONTRACT  
BY AND BETWEEN  
THE COUNTY OF INYO  
and**

BSE GENERAL ENGINEERING INC, **CONTRACTOR**

for the

Gas Extraction Well Equipment Replacement **PROJECT**

THIS CONTRACT is awarded by the COUNTY OF INYO to CONTRACTOR on and made and entered into effective, AUGUST 17, 2022, by and between the COUNTY OF INYO, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and BSE GENERAL ENGINEERING INC (hereinafter referred to as "CONTRACTOR"), for the construction or removal of Gas Extraction Well Equipment Replacement **PROJECT** (hereinafter referred to as "PROJECT"), which parties agree, for and in consideration of the mutual promises, as follows:

**1. SERVICES TO BE PERFORMED.** CONTRACTOR shall furnish, at his/her own expense, all labor, materials, methods, processes, implements, tools, machinery, equipment, transportation, permits, services, utilities, and all other items, and related functions and otherwise shall perform all work necessary or appurtenant to construct the Project in accordance with the Special Provisions, which are incorporated herein by reference per section 4(c) of this Contract, within the Time for Completion set forth, as well as in all other in the Contract Documents, for:

Title: Gas Extraction Well Equipment Replacement **PROJECT**

**2. TIME OF COMPLETION.** Project work shall begin within 30 calendar days after receipt of the Notice to Proceed (NTP) (or on the start of work date identified in the NTP) and shall continue until all requested services are completed. Said services shall be completed no later than the Time of Completion as noted in the Project's Special Provisions. Procedures for any extension of time shall be complied with as noted in the Project's Special Provisions.

**3. PAYMENT/CONSIDERATION.** For the performance of all such work, COUNTY shall pay to CONTRACTOR for said work the total amount of: FORTY SEVEN THOUSAND SIX HUNDRED FOUR AND 05/100 dollars (\$ 47,604.05), adjusted by such increases or decreases as authorized in accordance with the Contract Documents, and payable at such times and upon such conditions as otherwise set forth in the Contract Documents.

**4. ALL PROVISIONS SET FORTH HEREIN.** CONTRACTOR and COUNTY agree that this Contract shall include and consist of:

- a. All of the provisions set forth expressly herein;
- b. The Bid Proposal Form, the Faithful Performance Bond, and the Labor and Materials Payment Bond, all of which are incorporated herein and made a part hereof by this reference; and



c. All of the other Contract Documents, as described in **Section 5-1.02, "Definitions,"** of the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, all of which are incorporated herein and made a part of this Contract by this reference, including without limitation, the Bid Package, the Standard Specifications of the Inyo County Public Works Department, dated October, 2015, and the Special Provisions concerning this Project including the Appendices, the Plans, any and all amendments or changes to any of the above-listed documents, including, without limitation, contract change orders, and any and all documents incorporated by reference into any of the above-listed documents.

**5. STANDARD OF PERFORMANCE.** Contractor represents that he/she is qualified and licensed to perform the work to be done as required in this Contract. County relies upon the representations of Contractor regarding professional and/or trade training, licensing, and ability to perform the services as a material inducement to enter into this Contract. Acceptance of work by the County does not operate to release Contractor from any responsibility to perform work to professional and/or trade standards. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Contract. Contractor shall perform all services required by this Contract in a manner and according to the standards observed by a competent practitioner of the profession. All work products of whatsoever nature delivered to the County shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in Contractor's profession and/or trade.

**6. INDEPENDENT CONTRACTOR.** Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between County and Contractor, nor to allow County to exercise discretion or control over the manner in which Contractor performs the work or services that are the subject matter of this Contract; provided, however, the work or services to be provided by Contractor shall be provided in a manner consistent with reaching the County's objectives in entering this Contract.

Contractor is an independent contractor, not an employee of County or any of its subsidiaries or affiliates. Contractor will not represent him/herself to be nor hold her/himself out as an employee of County. Contractor acknowledges that s/he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to County's employees. The consideration set forth in Paragraph 3 shall be the sole consideration due Contractor for the services rendered hereunder. It is understood that County will not withhold any amounts for payment of taxes from the Contractor's compensation hereunder. Any and all sums due under any applicable state, federal or municipal law or union or professional and/or trade guild regulations shall be Contractor's sole responsibility. Contractor shall indemnify and hold County harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any third party, including but not limited to a taxing authority, as a result of or in connection with payments due it from Contractor's compensation.

**7. ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to County for entering into this Contract is the professional reputation, experience and competence of Contractor. Assignments of any and/or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express consent

of the County. Contractor shall not subcontract any portion of the work to be performed under this Contract without the written authorization of the County. If County consents to such subcontract, Contractor shall be fully responsible to County for all acts or omissions of the subcontractor. Nothing in this Contract shall create any contractual relationship between County and subcontractor, nor shall it create any obligation on the part of the County to pay any monies due to any such subcontractor, unless otherwise required by law.

**8. CLAIMS RESOLUTION.** Pursuant to **Section 9204 of the Public Contract Code**, any and all claims submitted by Contractor to County will follow the provisions as set forth in the Project's Special Provisions.

**9. INSURANCE INDEMNIFICATION.** Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

**10. INSURANCE.** For the duration of this Agreement, Contractor shall procure and maintain insurance of the scope and amount specified in Attachment 3 and with the provisions specified in that attachment.

**11. POLITICAL REFORM ACT.** Contractor is not a designated employee within the meaning of the Political Reform Act because Contractor:

a. Will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the County or of any County official, other than normal Contract monitoring; and

b. Possesses no authority with respect to any County decision beyond rendition of information, advice, recommendation or counsel [FPPC Reg. 18700(a)(2)].

**12. COMPLIANCE WITH ALL LAWS.**

**Performance Standards:** Contractor shall use the standard of care in its profession and/or trade to comply with all applicable federal, state and local laws, codes, ordinances and regulations that relate to the work or services to be provided pursuant to this Contract.

a. Safety Training:

i. Contractor shall provide such safety and other training as needed to assure work will be performed in a safe and healthful manner "in a language" that is understandable to employees receiving the training. The training shall in all respects be in compliance with CAL OSHA; and

ii. Contractor working with employees shall maintain a written Injury and Illness Prevention (IIP) Program, a copy of which must be maintained at each worksite or at a central worksite identified for the employees, if the Contractor has non-fixed worksites; and

iii. Contractor using subcontractors with the approval of the County to perform the work which is the subject of this Contract shall require each subcontractor working with employees to comply with the requirements of this section.

b. Child, Family and Spousal Support reporting Obligations:

i. Contractor shall comply with the state and federal child, family and spousal support reporting requirements and with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

c. Nondiscrimination:

i. Contractor shall not discriminate in employment practices or in the delivery of services on the basis of membership in a protected class which includes any class recognized by law and not limited to race, color, religion, sex (gender), sexual orientation, marital status, national origin (Including language use restrictions), ancestry, disability (mental and physical, including HIV and Aids), medical Conditions (cancer/genetic characteristics), age (40 and above) and request for family care leave.

ii. Contractor represents that it is in compliance with federal and state laws prohibiting discrimination in employment and agrees to stay in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, et. seq.), Age Discrimination in Employment Act of 1975 (42 U.S.C. 5101, et. seq.), Title VII (42 U.S.C. 2000, et. seq.), the California Fair Employment Housing Act (California Government Code sections 12900, et. seq.) and regulations and guidelines issued pursuant thereto.

**13. LICENSES.** Contractor represents and warrants to County that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Contractor to practice its trade and/or profession. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Contractor to practice its and/or profession.

**14. PREVAILING WAGE.** Pursuant to **Section 1720 et seq. of the Labor Code**, Contractor agrees to comply with the Department of Industrial Relations regulations, to which this Contract is subject, the prevailing wage per diem rates in Inyo County have been determined by the Director of the State Department of Industrial Relations. These wage rates appear in the Department publication entitled "General Prevailing Wage Rates," in effect at the time the project is advertised. Future effective wage rates, which have been predetermined and are on file with the State Department of Industrial Relations are referenced but not printed in said publication. Such rates of wages are also on file with the State Department of Industrial Relations and the offices of the Public Works Department of the County of Inyo and are available to any interested party upon request. Contractor agrees to comply with County and the Department of Industrial Relations regulations in submitting the certified payroll.

**15. CONTROLLING LAW VENUE.** This Contract is made in the County of Inyo, State of California. The parties specifically agree to submit to the jurisdiction of the Superior Court of California for the County of Inyo.

**16. WRITTEN NOTIFICATION.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, et cetera, shall be addressed to the other party at the address set forth herein below. Either party

may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to County: County of Inyo  
Public Works Department - Solid Waste  
Attn: CAP AUBREY  
1360 N Main St  
Bishop, CA 93514

If to Contractor: BSE GENERAL ENGINEERING INC  
26132 OLD HWY 80  
DESCANSO, CA 91916

**17. AMENDMENTS.** This Contract may be modified or amended only by a written document executed by both Contractor and County and approved as to form by Inyo County Counsel.

**18. WAIVER.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

**19. TERMINATION.** This Contract may be terminated for the reasons stated below:

- a. Immediately for cause, if either party fails to perform its responsibilities under this Contract in a timely and professional manner and to the satisfaction of the other party or violates any of the terms or provisions of this Contract. If termination for cause is given by either party to the other and it is later determined that the other party was not in default or default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph "b" of this section; or
- b. By either party without cause upon fifteen (15) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for services performed up to the effective date of termination; or
- c. By County upon oral notice from the Board of Supervisors based on funding ending or being materially decreased during the term of this Contract.

**20. TIME IS OF THE ESSENCE.** Time is of the essence for every provision.

**21. SEVERABILITY.** If any provision of this Contract is held to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

**22. CONTRACT SUBJECT TO APPROVAL BY BOARD OF SUPERVISORS.** It is understood and agreed by the parties that this Contract is subject to the review and approval by the Inyo County Board of Supervisors upon Notice and Public Hearing. In the event that the Board of Supervisors declines to enter into or approve said Contract, it is hereby agreed to that

there is, in fact, no binding agreement, either written or oral, between the parties herein.

**23. ATTACHMENTS.** All attachments referred to are incorporated herein and made a part of this Contract.

**24. EXECUTION.** This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.

**25. ENTIRE AGREEMENT.** This Contract, including the Contract Documents and all other documents which are incorporated herein by reference, constitutes the complete and exclusive agreement between the County and Contractor. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Contract.

---o0o---

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have each caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first above written.

**COUNTY**

**CONTRACTOR**

COUNTY OF INYO

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO INSURANCE REQUIREMENTS:

\_\_\_\_\_  
County Risk Manager

**ATTACHMENT 1**

Gas Extraction Well Equipment Replacement **PROJECT**

**FAITHFUL PERFORMANCE BOND  
(100% OF CONTRACT AMOUNT)**

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_

BSE GENERAL ENGINEERING INC as Principal, hereinafter "Contractor,"  
(Name of Contractor)

and \_\_\_\_\_  
(Name of Corporate Surety)

as Corporate Surety, hereinafter called Surety, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called County, in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has, by written Contract, dated \_\_\_\_\_, 20\_\_\_\_, entered into an Contract with the County for the Construction of the Gas Extraction Well Equipment Replacement \_\_\_\_\_ **PROJECT** (hereinafter referred to as "Project"), to be constructed in accordance with the terms and conditions set forth in the Contract for the Project, which contract is by reference incorporated herein and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the County.

Whenever Contractor shall be, and is declared by County to be, in default under the Contract, the County having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly either:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or if the County elects, upon determination by the County and the Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and County, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The

term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by County to Contractor under the Contract and any amendments thereto, less the amount properly paid by County to Contractor.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due, or the date on which any warranty or guarantee period expires, whichever is later.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the County named herein.

---o0o---

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
(Name of Corporate Surety)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

**NOTE: THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST EACH BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW) AND THE ACKNOWLEDGMENTS MUST BE ATTACHED TO THIS BOND.**

The Faithful Performance Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety must accompany the Faithful Performance Bond.

**ADDRESS OF COUNTY FOR NOTICES TO BE SENT:**

County of Inyo  
224 North Edwards Street, P.O. Box N  
Independence, California 93526



**ATTACHMENT 2**

Gas Extraction Well Equipment Replacement PROJECT

**LABOR AND MATERIALS PAYMENT BOND  
(100% OF CONTRACT AMOUNT)**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
(Name of Contractor)

BSE GENERAL ENGINEERING INC as Principal, hereinafter "CONTRACTOR,"

and \_\_\_\_\_  
(Name of Corporate Surety)

as Corporate Surety, hereinafter called SURETY, are held and firmly bound unto the County of Inyo as Obligee, hereinafter called COUNTY, for the use and benefit of claimants as hereinafter defined in the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assignees, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written contract dated \_\_\_\_\_, 20 \_\_\_\_\_, entered into an Contract with the County for the construction of the \_\_\_\_\_ PROJECT (hereinafter referred to as "PROJECT"), to be constructed in accordance with the terms and conditions set forth in the contract for the PROJECT, which contract is by reference incorporated herein, and is hereinafter referred to as the "CONTRACT."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Contractor, or with a Subcontractor of the Contractor, for labor, materials, or both, used or reasonably required for use in the performance of the Contract. Labor and materials is construed to include, but not limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) calendar days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the benefit of such claimant, prosecute the suit to final judgment for such

sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

- a) Unless claimant, other than one having a direct contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the County, or the Surety above named, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in any envelope addressed to the Contractor, County, or Surety, at the address below, or at any place where an office is regularly maintained for the transaction of their business. Such notice may also be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
- b) After the expiration of one (1) year following the date on which County accepted the work done under the Contract. However, if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c) Other than in a State Court of competent jurisdiction in and for the County or other political subdivision of the state in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed or recorded against said Project, whether or not claim for the amount of such lien be presented under and against this Bond.

---o0o---

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

\_\_\_\_\_  
(Name of Corporate Surety)

By: \_\_\_\_\_  
(Signature)

(SEAL)

\_\_\_\_\_  
(Title of Authorized Person)

\_\_\_\_\_  
(Address for Notices to be Sent)

**NOTE:**

**THE SIGNATURES OF THE CONTRACTOR AND THE SURETY MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC (OR OTHER OFFICER AUTHORIZED UNDER CALIFORNIA LAW).**

The Labor and Materials Payment Bond must be executed by a corporate surety on this form. No substitutions will be accepted. If an attorney-in-fact signs for the surety, an acknowledged statement from the surety appointing and empowering the attorney-in-fact to execute such bonds in such amounts on behalf of the surety, must accompany the Labor and Materials Payment Bond.

**ADDRESS OF COUNTY FOR NOTICES TO BE SENT TO:**

**County of Inyo  
224 N. Edwards, P.O. Box N  
Independence, California 93526**

**ATTACHMENT 3**

**AGREEMENT BETWEEN THE COUNTY OF INYO AND  
BSE GENERAL ENGINEERING INC**

**FOR THE** Gas Extraction Well Equipment Replacement **PROJECT**

**TERM:**

**FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_

**SEE ATTACHED INSURANCE PROVISIONS**

## **Attachment 1: 2022 Insurance Requirements for Smaller (Non-Road) Construction Contracts**

Contractor shall procure and maintain for the duration of the contract, and for five years thereafter, 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 Contractor, his agents, representatives, employees, or subcontractors.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with **Statutory** Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. - **Not Applicable**
5. **Surety Bonds** as described below and elsewhere in bid requirements. - **Not Applicable**
6. **Professional Liability** (if Design/Build), with limits no less than **\$1,000,000** per occurrence or claim, and \$2,000,000 policy aggregate. - **Not Applicable**
7. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than **\$1,000,000** per occurrence or claim, and \$2,000,000 policy aggregate. - **Not Applicable**

If the contractor 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.

### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or 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. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 [or \$50,000 for projects in excess of \$500,000] unless approved in writing by Inyo County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Inyo County may deduct from any amounts otherwise due Contractor

## **Attachment 1: 2022 Insurance Requirements for Smaller (Non-Road) Construction Contracts**

to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Inyo County reserves the right to obtain a copy of any policies and endorsements for verification.

### **OTHER INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1. 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 Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 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). An additional insured endorsement must be submitted along with the certificate/s of insurance as evidence, though failure to supply does not relive contractor of requirement.
- 2. For any claims related to this project, the Contractor's insurance coverage shall be primary and non-contributory insurance 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 Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- 3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to Inyo County.**

### **Builder's Risk (Course of Construction) Insurance**

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name Inyo County as a loss payee** as their interest may appear.

If the project does not involve new or major reconstruction, at the option of Inyo County, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at Inyo County's site.

### **Claims Made Policies – (Inyo County prefers occurrence type CGL policies)**

If any coverage required is written on a claims-made coverage form:

- 1. The retroactive date must be shown, and this date must be before the execution 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 contract work.**

## **Attachment 1: 2022 Insurance Requirements for Smaller (Non-Road) Construction Contracts**

3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to Inyo County for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

### **Umbrella or Excess Policies**

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor’s primary and excess liability policies are exhausted.

### **Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to Inyo County.

### **Waiver of Subrogation**

**Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers’ Compensation policy shall be endorsed with a waiver of subrogation** in favor of Inyo County for all work performed by the Contractor, its employees, agents and subcontractors. An endorsement specifying this waiver must be submitted along with the certificate of insurance as evidence, though failure to supply does not relieve contractor of requirement.

### **Verification of Coverage**

Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by Inyo County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’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. Inyo County reserves the right to modify these requirements, including

**Attachment 1: 2022 Insurance Requirements  
for Smaller (Non-Road) Construction Contracts**

limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Subcontractors**

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

**Duration of Coverage**

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work*.

**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 circumstances.





# County of Inyo



## County Administrator - Emergency Services

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** August 16, 2022

**FROM:** Mikaela Torres

**SUBJECT:** Proclaiming a Local Emergency

---

**RECOMMENDED ACTION:**

Request Board proclaim the existence of a Local Emergency and request the Governor proclaim a State of Emergency as a result of severe and extensive flood damage in Death Valley National Park and continuing monsoonal weather.

**SUMMARY/JUSTIFICATION:**

A proposed resolution and additional details will be presented at today's Board meeting.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

**OTHER AGENCY INVOLVEMENT:**

Death Valley National Park

**FINANCING:**

**ATTACHMENTS:**

**APPROVALS:**

Darcy Ellis  
Darcy Ellis  
Mikaela Torres

Created/Initiated - 8/11/2022  
Approved - 8/11/2022  
Final Approval - 8/11/2022



# County of Inyo



## Public Works

### DEPARTMENTAL - NO ACTION REQUIRED

**MEETING:** August 16, 2022

**FROM:** Michael Errante

**SUBJECT:** Deferred Maintenance Workshop

---

**RECOMMENDED ACTION:**

Request Board receive a workshop from Public Works on deferred maintenance projects.

**SUMMARY/JUSTIFICATION:**

This workshop will include an overview of the completed, ongoing and future projects in the deferred maintenance category of the Public Works department for Fiscal Years 2021-2022 and 2022-2023.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

**OTHER AGENCY INVOLVEMENT:**

N/A

**FINANCING:**

N/A

**ATTACHMENTS:**

1. Deferred Maintenance FY21-22 & FY22-23 Presentation

**APPROVALS:**

Darcy Ellis

Created/Initiated - 8/10/2022

Darcy Ellis

Approved - 8/10/2022

Nolan Ferguson

Approved - 8/10/2022

Amy Shepherd

Approved - 8/10/2022

Michael Errante

Final Approval - 8/10/2022

**INYO COUNTY  
DEPARTMENT OF PUBLIC  
WORKS**



**DEFERRED MAINTENANCE FISCAL Y22-23**

# FISCAL Y21-22 IN REVIEW

## COMPLETED PROJECTS

Progress House Generator



Bishop Wellness Center Fencing



# FISCAL Y21-22

## ONGOING PROJECTS

Project Name	New Funds	Encumbered Funds	Total Funds
TTC Office Remodel	-	\$ 20,000.00	\$ 20,000.00
Millpond ADA Restrooms	-	-	\$ 30,000.00
Ag Building Stairway and Guardrails	-	\$ 30,000.00	\$ 30,000.00
Lone Pine HHS HVAC	-	-	\$ 30,000.00
Courthouse HVAC Design	-	-	\$ 100,000.00
Bishop Library Exterior Paint	-	\$ 45,000.00	\$ 45,000.00
Sheriff Jail ADA Retrofit	-	\$ 50,000.00	\$ 50,000.00
Office of Education Slurry Seal	-	-	\$ 5,000.00
Dehy Park Fog Seal	-	-	\$ 5,000.00

# FISCAL Y21-22 IN REVIEW

## ONGOING PROJECTS

Treasurer and Tax Collector Office Remodel in the Inyo County Courthouse



# FISCAL Y21-22 IN REVIEW

## ONGOING PROJECTS

### Millpond ADA Restrooms



# FISCAL Y21-22 IN REVIEW

## ONGOING PROJECTS

### Ag Building Electric Gate

Received no bids within budget



### Ag Building Stairway and Guardrails

Money has been reallocated for a mezzanine stairway and guardrails. Currently in bidding process.





# FISCAL Y21-22 IN REVIEW

## ONGOING PROJECTS

### Lone Pine HHS Building HVAC

Under Construction



### Courthouse HVAC

Design received no proposals.  
Reissuing RFP for Design.



# FISCAL Y21-22 IN REVIEW

## ONGOING PROJECTS

**Bishop Library Exterior Paint**



**Sheriff Jail ADA Retrofit**



# FISCAL Y21-22 IN REVIEW

## ONGOING PROJECTS

Office of Education Slurry Seal



Dehy Park Fog Seal



# FISCAL Y22- 23 PROJECTS

---



# FISCAL Y22-23 PROJECTS

## Maintenance of Structures

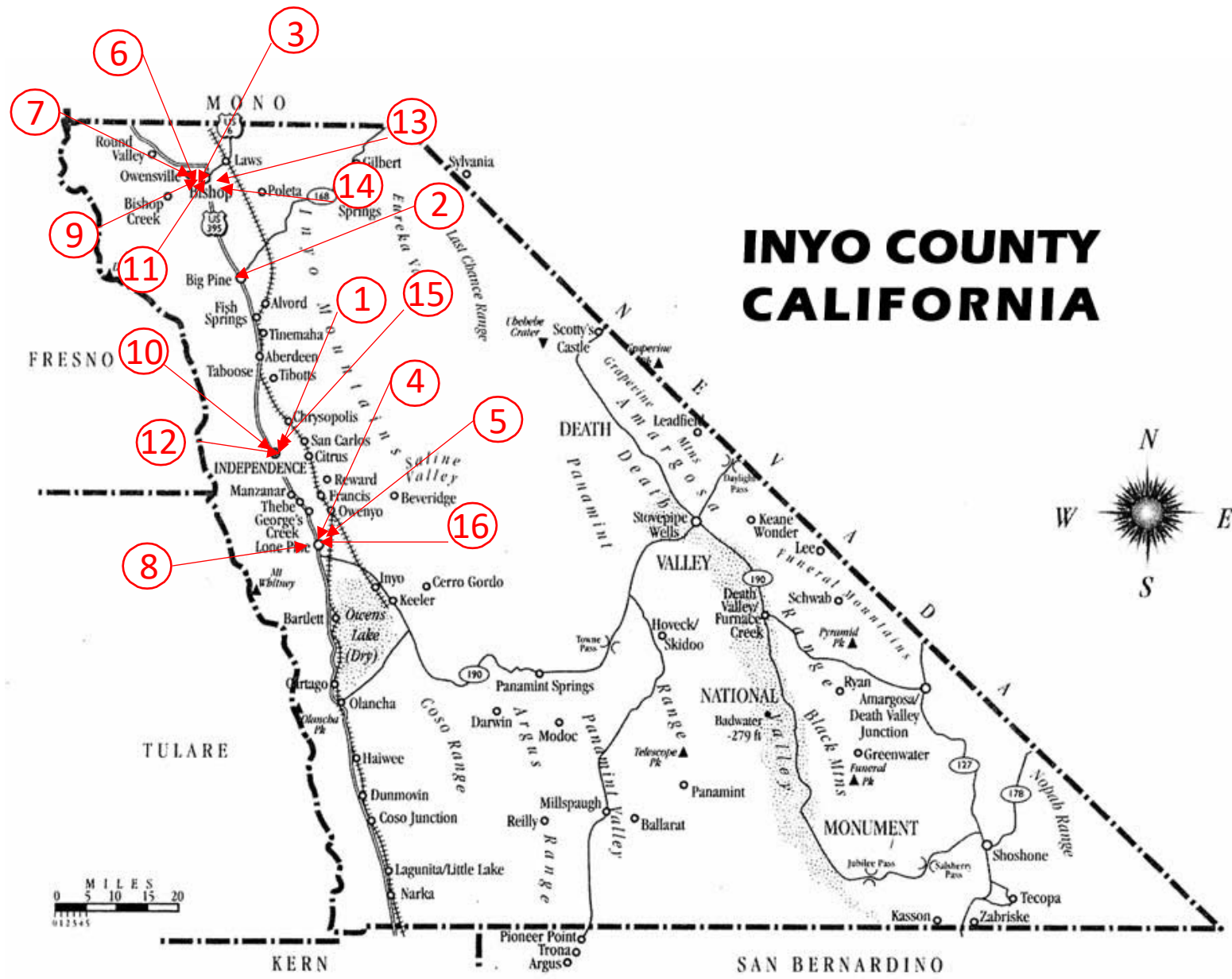
Priority	Project Name	New Funds	Encumbered Funds	Total Funds
1	Jail - Capital Improvement Plan	\$ 100,000.00	\$ 100,000.00	\$ 200,000.00
2	Animal Shelter Building	\$ 50,000.00	-	\$ 300,000.00
3	Bishop Senior Center Kitchen Floor	\$ 10,000.00	\$ 20,000.00	\$ 30,000.00
4	Statham Hall Kitchen Flooring	\$ 10,000.00	\$ 20,000.00	\$ 30,000.00
5	Lone Pine HSS Flooring	\$ 6,000.00	\$ 20,000.00	\$ 26,000.00
6	Progress House Renaii Heaters	\$ 10,000.00	\$ -	\$ 10,000.00
7	Bishop Senior Center Sidewalks	\$ 20,000.00	\$ -	\$ 20,000.00
8	Statham Hall Kitchen Paint	\$ 20,000.00	\$ -	\$ 20,000.00
9	Bus Stop at QCOB	\$ 6,000.00	\$ -	\$ 6,000.00
10	Enclosure around Election Servers	\$ 2,500.00	\$ -	\$ 2,500.00
11	Bishop Wellness Center Re-Roof	\$ 30,000.00	\$ -	\$ 30,000.00
12	Carpet for Recorders and Elections	\$ 50,000.00	\$ -	\$ 50,000.00
13	Progress House Bedroom Heaters	\$ 42,000.00	\$ -	\$ 42,000.00
14	Progress House Kitchen Upgrades	\$ 35,000.00	\$ 15,000.00	\$ 50,000.00
15	Paint TTC	\$ 20,000.00	\$ -	\$ 20,000.00
16	Lone Pine HHS Wiring	\$ 30,000.00	\$ -	\$ 30,000.00

## Structures & Improvements

Priority	Project Name	New Funds	Encumbered Funds	Total Funds
1	Boiler Room Temp. Control	\$ 6,000.00	-	\$ 6,000.00
2	Propane Commercial Dryer - Jail	\$ 10,000.00	-	\$ 10,000.00
3	Reznior Make Up Air Handler - Kitchen	\$ 12,000.00	-	\$ 12,000.00

## Equipment

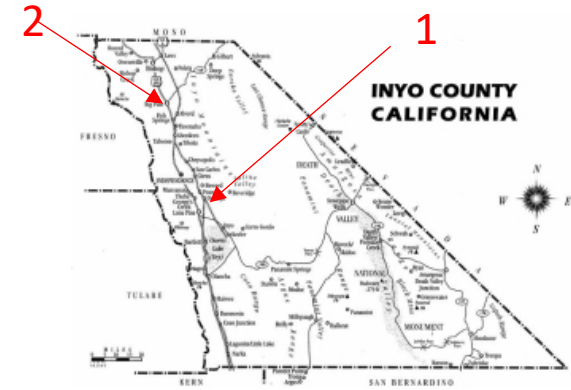
Priority	Project Name	New Funds	Encumbered Funds	Total Funds
1	Juvenile Hall - Reroof due to wind storm	\$ 150,000.00	-	\$ 150,000.00
2	Courthouse - Build dumpster enclosure	\$ 35,000.00	-	\$ 35,000.00



# INYO COUNTY CALIFORNIA

Priority	Project Name
1	Jail - Capital Improvement Plan
2	Animal Shelter Building
3	Bishop Senior Center Kitchen Floor
4	Statham Hall Kitchen Flooring
5	Lone Pine HSS Flooring
6	Progress House Renail Heaters
7	Bishop Senior Center Sidewalks
8	Statham Hall Kitchen Paint
9	Bus Stop at QCOB
10	Enclosure around Election Servers
11	Bishop Wellness Center Re-Roof
12	Carpet for Records and Elections
13	Progress House Bedroom Heaters
14	Progress House Kitchen Upgrades
15	Paint TTC
16	Lone Pine HHS Wiring

# FISCAL Y22-23



Priority	Project Name	FUNDS
1	Jail - Capital Improvement Plan	\$ 100,000.00
2	Animal Shelter Building	\$ 50,000.00

## 1. JAIL – CAPITAL IMPROVEMENT PLAN

ADDITIONAL \$100,000 FOR YEAR TWO OF THE 3-5 YEAR PLAN

## 2. ANIMAL SHELTER BUILDING

INCREASE IN COST ESTIMATE BY \$50,000.

\$250,000 WILL ROLL FROM PRIOR YEAR

DESIGN OF THE 40'x40' BUILDING IS UNDERWAY



## Commercial Buildings - 40 x 40 x 14



# FISCAL Y22-23



Priority	Project Name	New Funds
3	Bishop Senior Center Kitchen Floor	\$ 10,000.00
4	Statham Hall Kitchen Flooring	\$ 10,000.00
5	Lone Pine HSS Flooring	\$ 6,000.00

### 3. BISHOP SENIOR CENTER KITCHEN FLOORING

\$10,000 ADDITIONAL REQUESTED. \$20,000 IN ENCUMBRANCE  
INCREASE IN COST ESTIMATE BY \$10,000.

### 4. STATHAM HALL KITCHEN FLOORING

\$10,000 ADDITIONAL REQUESTED. \$20,000 IN ENCUMBRANCE  
INCREASE IN COST ESTIMATE BY \$10,000.

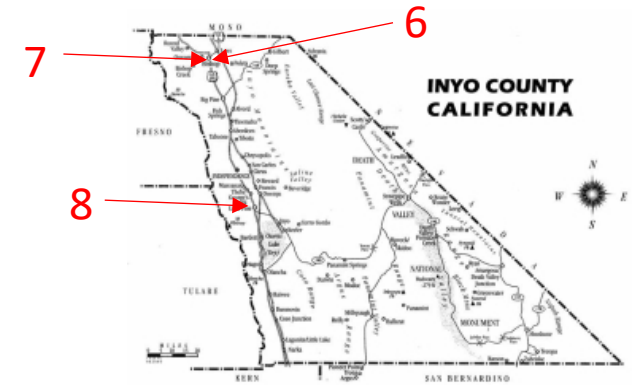
### 5. LONE PINE HSS FLOORING

NEED TO REMOVE 3 CLOSETS BEFORE INSTALLING VINYL PLANK





# FISCAL Y22-23



Priority	Project Name	New Funds
6	Progress House Renaii Heaters	\$ 10,000.00
7	Bishop Senior Center Sidewalks	\$ 20,000.00
8	Statham Hall Kitchen Paint	\$ 20,000.00

## 6. PROGRESS HOUSE HEATERS

NEW HEATERS ARE REQUIRED DUE TO POWER FAILURES



## 7. BISHOP SENIOR CENTER SIDEWALKS

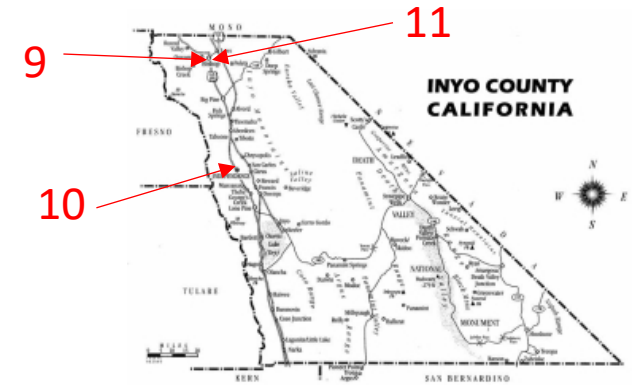
TOP HHS PRIORITY DUE TO THE CITY OF BISHOP

## 8. STATHAM HALL KITCHEN PAINT

RISK AND EH ISSUES. NEW PAINT IS NEEDED



# FISCAL Y22-23



Priority	Project Name	New Funds
9	Bus Stop at QCOB	\$ 6,000.00
10	Enclosure around Election Servers	\$ 2,500.00
11	Bishop Wellness Center Re-Roof	\$ 30,000.00

## 9. BUS STOP AT QCOB

REQUEST TO HAVE A BUS STOP WITH SHADE INSTALLED FOR THE ELDERLY



## 10. ENCLOSURE AROUND ELECTION SERVERS

NEED TO BUILD ENCLOSURE TO KEEP COLD AIR ON ELECTION SERVERS



## 11. BISHOP WELLNESS CENTER RE-ROOF

ROOF IS OLD, DAMAGED AND NEEDS REPLACING



# FISCAL Y22-23



Priority	Project Name	New Funds
12	Carpet for Recorders and Elections	\$ 50,000.00
13	Progress House Bedroom Heaters	\$ 42,000.00
14	Progress House Kitchen Upgrades	\$ 35,000.00

## 12. CARPET FOR RECORDERS AND ELECTIONS

CARPET TO BE INSTALLED AFTER PAINTING IS COMPLETE



## 13. P ROGRESS HOUSE BEDROOM HEATERS

FIRE HAZARD WITH CURRENT HEATERS. MELLISSA TRYING TO OBTAIN A GRANT



## 14. P ROGRESS HOUSE KITCHEN UPGRADES

INCREASE TO THE CURRENT BUDGET THAT WILL ROLL WITH \$15,000



# FISCAL Y22-23

Priority	Project Name	New Funds
15	Paint TTC	\$ 20,000.00
16	Lone Pine HHS Wiring	\$ 30,000.00



## 15. PAINT TREASURER AND TAX COLLECTOR OFFICE

PAINT THE OFFICE TO MATCH THE COLOR SCHEME OF THE NEW OFFICE



## 16. L ONE PINE HHS COB WIRING

NEED DEDICATED CIRCUIT INSTALLED FOR THE PHONES AND COMPUTERS



# Thank You





# County of Inyo



## Sheriff

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** August 16, 2022

**FROM:** Office of the Sheriff

**SUBJECT:** Budget Amendment to Kitchen and Jail Budgets

---

**RECOMMENDED ACTION:**

Request Board: A) amend the Fiscal Year 2021-2022 Kitchen Services Budget (022701) by increasing appropriation in Food and Household Supplies Object Code (5131) by \$45,330 and decrease appropriation in Jail-General Budget (022900) in Salaried Employees Object Code (5001) by \$45,330 (*4/5ths vote required*); and B) approve payment to various food vendors in the amount of \$45,330 for Fiscal Year 2021-2022.

**SUMMARY/JUSTIFICATION:**

Food and supply costs increased significantly during the last quarter of the Fiscal Year 2021-2022. At the County's third-quarter review, food expenses through March 2022 were at 78%, within normal operating levels. The unanticipated supply chain issues throughout the country as well as fuel cost increases further impacted the ability to acquire food items in-line with state-mandated levels at costs used when the budget was requested. The Sheriff's kitchen and administrative staff continued to provide meals for inmates at state-mandated levels.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board could deny this budget amendment and recommend alternative options to cover food expenses within the Sheriff's budget.

**OTHER AGENCY INVOLVEMENT:**

Auditor  
Budget Officer  
CAO

**FINANCING:**

After the budget amendment is approved, sufficient budget will be available in the Kitchen Services Budget 022701 for FY 2021-2022.

**ATTACHMENTS:**

**APPROVALS:**

Riannah Reade  
Darcy Ellis  
Riannah Reade  
John Vallejo  
Amy Shepherd  
Eric Pritchard

Created/Initiated - 7/22/2022  
Approved - 7/22/2022  
Approved - 8/9/2022  
Approved - 8/9/2022  
Approved - 8/10/2022  
Final Approval - 8/10/2022



# County of Inyo



## County Administrator - Personnel

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** August 16, 2022

**FROM:** Meaghan McCamman

**SUBJECT:** Contract between the County of Inyo and Nate Greenberg for the provision of personal services as the County Administrative Officer

---

#### **RECOMMENDED ACTION:**

Request Board: A) appoint Nate Greenberg as the County Administrative Officer; B) approve the contract between the County of Inyo and Nate Greenberg for the provision of personal services as the County Administrative Officer at a monthly salary of \$16,879 effective September 6, 2022, and authorize the Chairperson to sign; and C) find that the best interest of the County will be served by waiving eligibility requirement set forth in Government Code Section 24001.

#### **SUMMARY/JUSTIFICATION:**

For the past several months, the County has conducted a nationwide search to fill the role of County Administrative Officer. Inyo County staff were instructed to review candidate resumes, conduct a first-round interview, and bring a selection of qualified candidates to the Board.

Staff reviewed the resumes of eight candidates; worked with outside experts and long-time former employees to conduct a first-round interview with five candidates, and referred three candidates for a final-round interview with the Board. Two candidates accepted a final-round interview and met with the Board on August 5, 2022. After a final, third interview with the top candidate, the Board of Supervisors directed staff to enter negotiations with Nathan "Nate" Greenberg to become the new Inyo County Administrator.

In addition to being a resident of the Eastern Sierra for decades, Mr. Greenberg has extensive local government experience with Mono County, where he has held a variety of positions since the year 2000 and is currently serving as the Information Technology Director. In addition, Mr. Greenberg has served as Chair of the California Broadband Cooperative Board of Directors, President and Founding Member of the Eastern Sierra Avalanche Center, and has served as faculty for the California State Association of Counties (CSAC) institute, among other accolades.

The attached Contract (Attachement 1) details the terms and conditions applicable to Mr. Greenberg's service as the Inyo County Administrative Officer.

#### **BACKGROUND/HISTORY OF BOARD ACTIONS:**

The current County Administrative Officer, Leslie Chapman, has been in the position since August 2021. She has announced her retirement effective September 28, 2022.



**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board could elect not to approve Mr. Greenberg's contract to serve as County Administrative Officer. This is not advised, as his proposed appointment is the result of a thorough recruitment and it is unlikely another candidate will be vetted and selected prior to the current Administrator's retirement.

**OTHER AGENCY INVOLVEMENT:**

None

**FINANCING:**

This is budgeted in the CAO budget (010200) in FY 22/23.

**ATTACHMENTS:**

1. Nate Greenberg CAO Contract 2022

**APPROVALS:**

Darcy Ellis	Created/Initiated - 8/9/2022
Darcy Ellis	Approved - 8/9/2022
John Vallejo	Approved - 8/10/2022
Amy Shepherd	Approved - 8/10/2022
Keri Oney	Approved - 8/10/2022
Sue Dishion	Approved - 8/10/2022
Darcy Ellis	Final Approval - 8/10/2022

**AGREEMENT BETWEEN COUNTY OF INYO  
AND NATHAN GREENBERG  
FOR THE PROVISION OF PERSONAL SERVICES  
AS A COUNTY OFFICER**

**INTRODUCTION**

WHEREAS, NATHAN GREENBERG (hereinafter referred to as "Officer") has been duly appointed as County Administrative Officer for Inyo County; and

WHEREAS, The County of Inyo (hereinafter referred to as "County") and Officer desire to set forth the manner and means by which Officer will be compensated for performance of duties as set forth in this new Agreement;

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Officer hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK.**

The Officer shall furnish to the County, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

Services and work provided by the Officer under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

**2. TERM.**

The term of this Agreement shall be from September 6, 2022 until terminated as provided below.

**3. CONSIDERATION.**

A. Compensation. County shall pay Officer in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Officer.

B. Travel and Per Diem. County shall reimburse Officer for the travel expenses and per diem which Officer incurs in providing services and work under this Agreement. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Officer for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Officer without the proper approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Officer 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.

D. Manner of Payment. Officer will be paid in the same manner and on the same schedule of frequency as other County Department Heads and employees.

E. Federal and State Taxes. From all payments made to Officer by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident).

#### **4. WORK SCHEDULE.**

Officer's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Officer that the performance of these services and work will require a varied schedule. Officer, in arranging his schedule, will coordinate and make arrangements to fulfill the requirements of the services and work which is necessary.

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.**

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Officer to provide the services and work described in Attachment A must be procured by Officer and be valid at the time Officer enters into this Agreement. Further, during the term of this Agreement, Officer 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, and professional licenses or certificates. The County will pay the cost of the licenses, certificates, and permits necessary for Officer to perform the duties described in Attachment A. All other licenses, certificates, and permits will be procured and maintained in force by Officer at no expense to the County. Officer will provide County, at County's request, 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 Officer 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.

#### **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.**

County shall provide Officer with such supplies, reference materials, telephone service, and staff as is deemed necessary by the County for Officer to provide the services identified in Attachment A to this Agreement.

#### **7. COUNTY PROPERTY.**

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Officer by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Officer will use reasonable care to protect, safeguard and maintain such items while they are in Officer's possession.

B. Products of Officer's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result or product of, Officer's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Officer will convey possession and title to all such properties to County.

**8. WORKERS' COMPENSATION.**

County shall provide workers' compensation coverage to Officer for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Officer for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

**9. STATUS OF OFFICER.**

All acts of Officer relating to the performance of this Agreement shall be performed by Officer as the County Administrative Officer of the County. Officer has no authority to bind, incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A.

**10. DEFENSE AND INDEMNIFICATION.**

In the event the Officer is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Officer harmless from any and all liability arising from such acts as required by law.

**11. TERMINATION AND DISCIPLINE.**

Officer's services under this Agreement may be terminated by County without cause, and at will, for any reason by giving to Officer one hundred eighty (180) days written notice of such intent to terminate.

Officer may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

**12. ASSIGNMENT.**

This is an agreement for the personal services of Officer. County has relied upon the skills, knowledge, experience, and training of Officer as an inducement to enter into this Agreement. Officer shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County.

**13. NONDISCRIMINATION.**

Officer agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County, and providing that no person in the United States shall, on the grounds of race, color, religion, ancestry, sex, age, physical handicap, or national origin, be subjected to discrimination.

**14. CONFIDENTIALITY.**

Officer agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County, shall be privileged, restricted, or confidential. Disclosure of such confidential, privileged, or protected information shall be made by Officer only as allowed by law.

**15. CONFLICTS.**

Officer agrees that she 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. Officer agrees to complete and file appropriate conflict of interest statements.

**16. POST AGREEMENT COVENANT.**

Officer 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. Further, Officer agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Officer by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

**17. 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.

**18. NOTICE.**

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which Department Head or County shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first class mail to the respective parties as follows:

**County of Inyo**  
\_\_\_\_\_  
County Administrator Department  
\_\_\_\_\_  
P.O. Drawer N Street  
\_\_\_\_\_  
Independence, CA 93526 City and State

**Officer:**  
\_\_\_\_\_  
Nathan Greenberg Name  
\_\_\_\_\_  
89 Meadow View Drive Street  
\_\_\_\_\_  
Crowley Lake, CA 93546 City and State

**19. 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 NATHAN GREENBERG  
FOR THE PROVISION OF PERSONAL SERVICES  
AS A COUNTY OFFICER**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS  
6th DAY OF September, 2022.

**COUNTY OF INYO**

**DEPARTMENT HEAD**

By: \_\_\_\_\_  
Print or Type Name

By: \_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGALITY:

\_\_\_\_\_  
County Counsel

APPROVED AS TO ACCOUNTING  
FORM:

\_\_\_\_\_  
County Auditor

APPROVED AS TO PERSONNEL  
REQUIREMENTS:

\_\_\_\_\_  
Personnel Services

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND NATHAN GREENBERG  
FOR THE PROVISION OF PERSONAL SERVICES  
AS A COUNTY OFFICER**

**TERM:**

**FROM:** September 6, 2022      **TO:** Termination

**SCOPE OF WORK:**

Duties as defined in the Inyo County job description for County Administrator and as defined in the Inyo County Code and California Government Code.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND NATHAN GREENBERG  
FOR THE PROVISION OF PERSONAL SERVICES  
AS A COUNTY OFFICER**

**TERM:**

**FROM:** September 6 2022 **TO:** Termination

**SCHEDULE OF FEES:**

1. Officer shall be paid \$16,879 per month consistent with the Board of Supervisors approved salary range for the County Administrative Officer, and shall be paid every two weeks on County paydays (26 pay periods per year).
2. Except as otherwise provided in this contract, Officer shall be compensated pursuant to Inyo County Resolution Number 2021-52 and receive benefits according to Inyo County Resolution Number 2006-06 or a successor resolution applicable to County Administrative Officer.
3. Officer is entitled to eighty (80) hours paid administrative hours off every fiscal year. The administrative leave hours shall not accumulate and will be lost if not utilized during the fiscal year. The administrative leave shall have no cash value.
4. County Administrative Officer shall be credited with one hundred (100) hours of sick leave upon the first day of County Administrative Officers employment. County Administrative Officer will accrue sick as if he had 18 years of service with the County of Inyo.
5. County Administrative Officer shall be credited with forty (40) hours of vacation leave upon the first day of County Administrative Officer employment. County Administrative Officer will accrue vacation leave as if he had 18 years if service with the County of Inyo.
4. County will provide and maintain a motor pool vehicle for the County Administrative Officer for his exclusive use as required by his twenty-four hour emergency and professional response requirements within the County; vehicle may only be used for business purposes according to Inyo County policy and may be stored at Officer's residence.



**ATTACHMENT C**

**AGREEMENT BETWEEN COUNTY OF INYO  
AND NATHAN GREENBERG  
FOR THE PROVISION OF PERSONAL SERVICES  
AS A COUNTY OFFICER**

**TERM:**

**FROM: September 6, 2022 TO: Termination**

**SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:**

1. Subject to Paragraph 2 below, County will reimburse Officer for travel and per diem expenses in the same amount and to the same extent as County reimburses its permanent status merit system employees.
2. Officer will not be reimbursed for intra-county travel by private automobile to destinations less than seventy-five (75) miles from Independence or Bishop, California.



# County of Inyo

## Clerk of the Board

### DEPARTMENTAL - ACTION REQUIRED

**MEETING:** August 16, 2022

**FROM:** Assistant Clerk of the Board

**SUBJECT:** Approval of Meeting Minutes

---

**RECOMMENDED ACTION:**

Request Board approve the minutes of the regular Board of Supervisors meeting of August 9, 2022 and the special meeting of August 5, 2022.

**SUMMARY/JUSTIFICATION:**

The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's webpage, [www.inyocounty.us](http://www.inyocounty.us).

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

N/A

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

N/A

**ATTACHMENTS:**

**APPROVALS:**

Darcy Ellis  
Darcy Ellis

Created/Initiated - 8/10/2022  
Final Approval - 8/10/2022



# County of Inyo



## Planning Department

### TIMED ITEMS - ACTION REQUIRED

**MEETING:** August 16, 2022

**FROM:** Cathreen Richards

**SUBJECT:** Re-adoption of the 6th Cycle Housing Element Update

---

#### RECOMMENDED ACTION:

Request Board: A) receive a presentation from staff on the updates to the 6th Cycle Housing Element as required by the Department of Housing and Community Development; B) conduct a public hearing; C) re-adopt General Plan Amendment 2021-01/Inyo County - 2021 Housing Element Update and certify that it is a Negative Declaration of Environmental Impact; and D) direct staff to re-send to the California Department of Housing and Community Development for certification.

#### SUMMARY/JUSTIFICATION:

The County's Housing Element is required to be updated every eight years. This round, the 6th Cycle Housing Element, was due by August 30, 2021. Staff prepared and subsequently the Board approved a Housing Element update on August 17, 2021, meeting this deadline. It was then sent to the California Department of Housing and Community Development (HCD) on August 18, 2021. In response to the submittal, HCD provided numerous comments and a list of requirements to update the Housing Element in late September 2021. Staff answered these required changes in an updated Draft, which was sent back to HCD on October 20, 2021. Then again, six months later, in May of 2022, HCD sent a brand new batch of comments and requirements for the County to obtain certification of the Housing Element update. Planning staff worked with HCD staff on these updates and they were presented to the Board on June 14, 2022. The Board approved these updates. Planning and HCD staff collaborated on a final Draft version, which was completed on August 8, 2022 (attached). HCD provided the County with a letter stating that the Draft meets the statutory requirements of the State Housing Element Law (attached).

Per HCD, State Assembly Bill 215 requires that 'in process' Housing Element updates that are to be re-adopted must first be posted for seven days by the jurisdiction. The Final Draft Housing Element Update was posted on the Planning Department webpage for seven-plus days beginning July 21, 2022. The Board can now re-adopt it, after which, it will be sent back to HCD for final certification. Also, per HCD, no further process is necessary for re-adoption since staff presented the proposed changes at a noticed public hearing and the Board approved their incorporation into the Draft Housing Element Update on June 14, 2022.

These updates include:

- County must create a program and amend the zoning code for reasonable accommodation by fixing possible barriers in the code to housing accessibility for disabled and elderly people. This program would allow by right changes to zoning design standards without a variance in such cases. Something like a wheelchair ramp that has

to be built in a front yard setback for accessibility is an example of a project this would cover.

- A program to design a safe parking program and identify a site for at least 25 unhoused individuals to park and have access to onsite restrooms and security (completed within 3-years). This was changed from 61 individuals.
- The country will need to regularly meet with regional partners (City of Bishop, Mono County, Town of Mammoth Lakes) to coordinate regional housing strategies for extremely low income households.
- Identify additional Extremely Low, Very Low and Low income RHNA sites if DWP will not commit to housing on or releasing the sites they own identified in the RHNA.
- Facilitate dialogues with other land use management agencies to find properties for release for affordable housing. e.g. the State, Bureau of Land Management and the Forest Service.
- Explore a vacancy tax for empty residential units.
- Complete a carshare pilot program for lower income households that may not be able to afford a car for increased access to job opportunities.
- Create a promotional brochure for ADUs that will focus on their value to households with seniors as a way to facilitate aging in place and collecting a second rent to offset housing costs. This will include information about programs for financial help to homeowners for ADU development.
- Add Accessory Commercial Units (ACUs) as a use to residential zones and identify locations for them. The ACU zoning designation is intended for light commercial uses, including grocery stores, childcare centers, coffee shops, etc. within residential areas. The County must also ensure that if ACU's are added as a permitted use, the development standards associated with them do not result in losses to housing capacity. The idea of this program is to create small commercial hubs in residential neighborhoods for community convenience and to help reduce Vehicle Miles Traveled (VMT) by eliminating the need to travel greater distances for frequently needed services.
- Update code to allow for 100-percent residential use in the Central Business zone without a CUP; add a 50% residential requirement for mixed use projects; and, adjust the Floor Area Ratios from 100% to a higher percentage.
- Update the allowed densities in the General Plan overall, and specifically to allow for more than 15 units in R3 and CB without a CUP.
- Add an Environmental Justice Element to the General Plan.
- Review and update Central Business design standards including lowering and/or eliminating parking requirements.
- Review and update development standards including lot size, setbacks and parking standards to allow for more units per parcel in all residential zones, including Rural Residential. Lone Pine is the first target area for this work based on the results of the Affirmatively Further Fair Housing analysis in the Update.
- SB9 requirements added to code. This applies to the Urban Cluster area, as defined by the Census Bureau, surrounding the City of Bishop. SB9 requires ministerial approval of a 2-lot subdivision and/or a development project for 2-units per lot. A review and update of the development standards in these areas are required to ensure they can accommodate development per SB9.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

1. Do not re-adopt General Plan Amendment 2021-01/Inyo County-2021 General Plan-Housing Element Update. This is not recommended as it has taken well over a year for Planning and HCD staff to prepare and agree on an acceptable Draft.
2. Return to staff with direction for specific changes.

**OTHER AGENCY INVOLVEMENT:**

California Department of Housing and Community Development

**FINANCING:**

Costs to prepare the Housing Element Update are being funded through a Local Early Action Planning grant from HCD.

**ATTACHMENTS:**

1. Inyo County - Draft Housing Element - Final Draft
2. Department of Housing and Community Development Letter

**APPROVALS:**

Cathreen Richards	Created/Initiated - 8/4/2022
Darcy Ellis	Approved - 8/4/2022
John Vallejo	Approved - 8/4/2022
Cathreen Richards	Final Approval - 8/9/2022

# INYO COUNTY HOUSING ELEMENT

## 2021 Housing Element Update

Updated July 21, 2022



TABLE OF CONTENTS

Table of Contents ..... i

List of Tables ..... iii

Chapter One: Introduction..... 1

    Purpose of the Element ..... 1

    Review and Revise ..... 1

    Public Participation..... 3

    Consistency with the General Plan ..... 4

Chapter Two: Housing Needs ..... 4

    Population..... 4

    Employment ..... 7

    Household Characteristics..... 9

    Household Income ..... 13

    Affordability of Housing ..... 14

    Housing Stock Characteristics ..... 17

    Special Housing Needs ..... 19

Chapter Three: Need, Resources and Constraints and Affirmatively Further Fair Housing ..... 28

    Regional Housing Need..... 28

    Resources and Constraints ..... 30

    Affirmatively Furthering Fair Housing (AFFH) ..... 32

    Other Housing Resources ..... 60

    Analysis of Governmental Constraints..... 60

    Provision for a Variety of Housing Types ..... 66

    Analysis of Non-Governmental Constraints ..... 77



Chapter Four: progress in meeting 2014 housing element goals..... 80

Chapter Five: Housing Program..... 81

Goals and Policies..... 81





LIST OF TABLES

Table 1 – Government Requirements.....2

Table 2- Population Growth Trends (2010–2020) – Unincorporated Inyo County.....5

Table 3 - Inyo County Population (1960–2020).....6

Table 4 - Inyo County Population by Race/Ethnicity 2018.....7

Table 5 - Employment by Industry (2020) – Unincorporated Inyo County .....8

Table 6 - Growing Lower Income Occupations in the Eastern Sierra Region, 2016–2026 .....9

Table 7 - Household Growth Trends (1980–2018) – Unincorporated Inyo County.....10

Table 8 - Population by Household Type (2000-2010) – Unincorporated Inyo County .....10

Table 9 - Households by Tenure (1980–2010) – Unincorporated Inyo County.....11

Table 10 - Overcrowded Households (2018) – Unincorporated Inyo County.....12

Table 11- Housing Cost Burden (2020) – Unincorporated Inyo County .....13

Table 12 - Inyo County-State Income Limits by Household Size (2020) .....14

Table 13 - Housing Affordability by Income Level – Inyo County (2020) .....15

Table 14 - Point-in-Time Rental Survey Bishop, Big Pine, Independence, Lone Pine 2020 16

Table 15 - Inyo County Median Home Sales: 2014-2019.....17

Table 16 - Housing Units by Type (2010– 2020) – Unincorporated Inyo County .....18

Table 17 - Housing Units by Age – Unincorporated Inyo County (2013-2017) .....19

Table 18 - Unincorporated Inyo County Households by Income Level (2013-2017) .....20

Table 19 - Persons with Disability by Employment Status .....21

Table 20 - Disability Type Unincorporated Inyo County.....22

Table 21 - Householders by Tenure by Age – Unincorporated Inyo County.....23

Table 22 - Household Size by Tenure – Unincorporated Inyo County .....24

Table 23 - Female Headed Households – Unincorporated Inyo County .....25

Table 24 - Homeless Persons - Inyo County (2020).....26

Table 25 - Number of Farmworkers (2017) – Inyo County.....27

Table 26 - Farmworkers by Days Worked (2017) – Inyo County.....28

Table 27 - Regional Housing Needs (2019-2029) – Unincorporated Inyo County.....29

Table 28 - Progress Toward Regional Housing Needs (2019 to 2029) .....30

Table 29 - Inyo County Opportunity Areas by Block Group.....34

Table 30 - Familial Status .....39

Table 31 - Poverty Status .....39

Table 32 - Racial Equity in Continuum of Care Counties .....41

Table 33 - Employment Status.....43

Table 34 - Percent Unemployed by Race/Ethnicity.....43

Table 35 - Environmental Factors.....46

Table 36 - Disproportionate Housing Needs .....47

Table 37 - Vacant Land Inventory – Unincorporated Inyo County .....55

Table 38 - RHNA and Vacant Land Summary .....60

Table 39 - Land Use Designations .....61

Table 40 - General Plan Land Use Designations for Residential and Commercial Uses .....63

Table 41 - Additional Residential Zoning District Development Standards.....65

Table 42 - Housing Types Permitted by Zoning District .....67

Table 43 - Inyo County Typical Fees for a Typical Residential Development.....74

Table 44 - Process, Procedures and Timeframes .....76

Table 45 - Quantified Objectives.....98



## CHAPTER ONE: INTRODUCTION

### PURPOSE OF THE ELEMENT

In response to California’s critical housing needs, the state legislature enacted housing element law to fulfill the goal of adequate, safe and affordable housing for every Californian. The attainment of housing for all requires the cooperation of local and state governments. Housing element law requires local governments to adequately plan to meet their existing and projected housing needs including their share of the regional housing need. The Housing Element is one of required elements of a jurisdiction’s General Plan in the State of California.

Housing element law is the State’s main market-based strategy to increase housing supply. The law recognizes the most critical decisions regarding housing development that occur at the local level within the context of the general plan. In order for the private sector to adequately address housing needs and demand, local governments must adopt land-use plans and regulatory schemes that provide opportunities for, and do not unduly constrain, housing development for all income groups. California Government Code Section 65588 requires that local governments regularly review and revise the Housing Element of their General Plans. For Inyo County, this is every eight years. Inyo County’s last Housing Element update was in 2014 for the 5th Cycle.

California Housing Element laws have been added since the County’s last Update. The State increased its ability to enforce Housing Element requirements, and the ability for the public to challenge a jurisdiction’s compliance with Housing Element law. Inyo County’s 6th Cycle Housing Element Update has been created to comply with current State housing law as well as other federal, state and local regulations.

### REVIEW AND REVISE

California State Housing Element Law (California Government Code Article 10.6) establishes the requirements for the Housing Element. Table 1 summarizes the State’s current Housing Element requirements, including special needs housing and identifies what chapter the applicable California Government Code sections are addressed in the County’s 2021- 2029 Housing Element Update.

The 5<sup>th</sup> Cycle Housing Element Update addressed special needs housing and provided policies to update the County code to address new state law regarding it. This was never completed as a complete overhaul of the County code was in progress that included these updates, but was never completed due to a lack of funding for a CEQA evaluation. This 6<sup>th</sup> Cycle update, again, includes programs that address special needs housing with timeframes and staff commitment to update the County code to include separately from any other potential code updates.

There were also several programs in the 5<sup>th</sup> Cycle addressing affordable housing. None was built. In this 6<sup>th</sup> Cycle update, several programs have been added to address possible factors that may be limiting the development of affordable housing. These include updates to the county code addressing: removing the need for a conditional use permit for multi-family development over 15-units; certain design standards such as lot size, parking and height requirements and setbacks; and, allowing for multi-family in additional commercial zones in the county (Programs 2.1.4, 3.2.4, 3.2.5).



None of the sites identified in the 5<sup>th</sup> Cycle update to satisfy the Regional Housing Needs Allocation provided by HCD were built. A completely new list has been developed for this 6<sup>th</sup> Cycle version.

The Los Angeles Department of Water and Power owns most of the land in the Owens Valley where the vast majority of people in the County live and where housing is needed the most. In all prior versions, including the 5<sup>th</sup> Cycle update of the Housing Element, working with Los Angeles to release land has been included. It is included – again in the 6<sup>th</sup> Cycle update with more emphasis on a regional approach and with hope on help from the State’s surplus lands program that should affect all jurisdictions in the State including the City of Los Angeles.

**Table 1 – Government Requirements**

Current Housing Element Requirements 2021-2029		
Issues Requiring Analysis	Gov. Code Section	Reference in Housing Element
Analysis of employment trends.	Section 65583.a	Chapter 2, Employment
Projection and quantification of existing and projected housing needs for all income groups.	Section 65583.a	Chapter 2, Households Cost Burden, Chapter 3 AFFH
Analysis and documentation of housing characteristics, including cost for housing compared to ability to pay, overcrowding, and housing condition.	Section 65583.a	Chapter 2, Households Cost Burden, Chapter 3 AFFH
An inventory of land suitable for residential development including vacant sites and sites having redevelopment potential.	Section 65583.a	Chapter 3 Sites Suitable
Analysis of existing and potential governmental constraints upon the maintenance, improvement or development of housing for all income levels.	Section 65583.a	Chapter 3 Analysis of Governmental Constraints
Analysis of existing and potential nongovernmental (private sector) constraints upon maintenance, improvement or development of housing for all income levels.	Section 65583.a	Chapter 3 Analysis of Non-Governmental Constraints
Analysis concerning the needs of the homeless.	Section 65583.a	Chapter 3 AFFH
Analysis of special housing needs: persons with disabilities, elderly, large families, farm workers, and female-headed households.	Section 65583.a	Chapter 3 AFFH
Analysis of opportunities for energy conservation with respect to residential development.	Section 65583.a	Chapter 3 Analysis of Non-Governmental Constraints
Identification of Publicly-Assisted Housing Developments.	Section 65583.a	Chapter 2 Special Housing Needs
Identification of Units at Risk of Conversion to Market Rate Housing.	Section 65583.a	Chapter 2 Special Housing Needs



Identification of the goals relative to the maintenance, improvement, and development of housing.	Section 65583.a	Chapter 5 Goals and Policies
Analysis of quantified objectives and policies relative to the maintenance, improvement, and development of housing.	Section 65583.b	Chapter 5 Goals and Policies
Identification of adequate sites that will be made available through appropriate action with required public services and facilities for a variety of housing types for all income levels.	Section 65583.c(1)	Chapter 3 Sites Suitable
Identification of strategies to assist in the development of adequate housing to meet the needs of low and moderate-income households.	Section 65583.c(2)	Chapter 5 Goals and Policies
Description of the Public Participation Program in the formulation of Housing Element Goals, Policies, and Programs.	Section 65583.d	Chapter 1 Introduction
Description of the Regional Housing Needs Assessment (RHNA)	Section 65583.e	Chapter 3 Regional Housing Need
Analysis of Fair Housing, including Affirmatively Furthering Fair Housing.		Chapter 3 AFFH
Review of the effectiveness of the past Element, including the City's accomplishments during the previous planning period.	Section 65583.f	Appendix A

**PUBLIC PARTICIPATION**

The Housing Element reflects the values and preferences of Inyo County residents. The County engaged the public throughout the Update process. A total of 7 public workshops and hearings were held for the Housing Element Update from November 2020 through August, 2021. These included surveys about what the County needs with regard to housing and about issues related to accessibility and fair housing. The comments collected at all of the meetings were used to prepare the housing programs section.

Programs included based on public input include:

- Research into whether or not to allow for more than one ADU/JADU per parcel (Program 3.1.2)
- Definition for Tiny Homes (Program 3.1.3)
- Research into whether or not to allow for more rooms available for rent per single-family home (Program 3.2.4)
- Research on the availability of grants or low interest loans for infrastructure development in the more remote areas of the County (Program 5.3.1).
- Housing Specialist to include assistance in taking fair housing issue (Program 3.1.7).



The Public Review Draft of the Housing Element Update was made available for review and comment on the County’s webpage on April 5, 2021. The Draft was also sent to outreach participants and presented to the Planning Commission at an advertised public workshop on April 26, 2021. No comments were provided at the workshop that caused changes to the Draft.

Staff received numerous comments from HCD staff on the Public Outreach Draft. The Draft was updated based on these comments, sent back to HCD, and presented to the County Planning Commission for a recommendation to the Board of Supervisors for adoption on August 11, 2021. A noticed public hearing was conducted on the Draft Housing Element. No public comments were provided at the meeting or in response to the notice. The Planning Commission voted unanimously to recommend the Board of Supervisors adopt the 2021 Housing Element Update.

The Board of Supervisors held a noticed public hearing on August 17, 2021 for the proposed adoption of the 2021 Housing Element Update. No public comment was received at the hearing or in response to the notice. The Board did recommend that staff add a program to develop a regional housing partnership with the City of Bishop, local Tribes and possibly Mono County and the Town of Mammoth Lakes. This group will work on the housing issues common to all the jurisdictions in the Eastern Sierra Inyo/Mono and especially with the City of Bishop.

More detailed information about these workshops and hearings can be found in Appendix A.

#### CONSISTENCY WITH THE GENERAL PLAN

The Housing Element is consistent with the goals and policies of the current Inyo County General Plan. Each element in the General Plan was updated in 2001. No General Plan land use designations or regulations regarding them have been revised since 2001 that would trigger the need to update the General Plan to meet the policies and objectives of the Housing Element, or to provide for the County’s fair share of the regional housing need.

This Housing Element will continue to be amended as necessary to maintain consistency with the Inyo County General Plan by incorporating appropriate revisions to the goals and policies. Additionally, the County will maintain consistency throughout the planning period upon any amendments to the Inyo County General Plan.

#### CHAPTER TWO: HOUSING NEEDS

##### POPULATION

##### **Population Growth Trends**

An understanding of the demographics of Inyo County – past, present, and future – is essential to the process of updating the Housing Element. According to the Department of Finance, the population of the entire county as of January 1, 2020 was 18,584 and 14,763 for the unincorporated area. Table 2 shows population growth trends from 1970 to January 2020 for the unincorporated county.



In the 1960s, Inyo County experienced a 4-percent growth rate as the county gained popularity as a destination for recreation activities and retirement. This was the largest population boom in Inyo County since the early 1900s. In the 1970s, the county saw continued but more limited growth. Population growth slowed in the 1980s, when it increased by only 244 people. Most of this population growth was the result of in-migration of older persons of retirement or near-retirement age.

The 2000 Census showed unincorporated Inyo County as one of the few California jurisdictions that lost population. In the ten-year period from 1990 to 2000, Inyo County's population declined by 390 individuals. The 2010 Census indicated that population grew by 251 people, or 1.7-percent. The 2020 Census was not completed at the time of this update, but based on estimated population between 2010 and 2020 the population in unincorporated Inyo County grew by 96 people or less than 1 percent (0.6). The population of the unincorporated county has increased at an average annual rate of 0.4 percent, or six people per year, between 2013 and 2020.

**Table 2- Population Growth Trends (2010–2020) – Unincorporated Inyo County**

Year	Population	Numerical Change	Average Annual Change	
			Number	Percentage
1970	12,073	--	--	--
1980	14,562	2,489	249	2%
1990	14,806	244	24	0.2%
2000	14,416	-390	-39	-0.3%
2008	14,601	185	23	0.2%
2010	14,667	66	18	0.1%
2013	14,696	29	8	0.1%
2020	14,763	67	6	0.4%

*\*Source: Census Bureau (2010 Census, 2000 Census, SF3: P1 and 1990 Census, STF3: P1), 2008 DOF (Report E-5); HCD-HE Data Packages 2013 and 2020.*

According to California Department of Finance (DOF) information, the total population of Inyo County January 1, 2020 was 18,584. Table 3 shows how the total County population between 1960 to the beginning of 2020 was distributed between the City of Bishop (the only incorporated city in the county) and unincorporated Inyo County. Between 1960 and 2020, the distribution of the County's population between the unincorporated area and the City of Bishop remained stable. As the table shows, at the beginning of 2020 79-percent of the total county population resided in unincorporated areas, while the balance (21-percent) resided in the City of Bishop.



**Table 3 - Inyo County Population (1960–2020)**

Year	Total Population	City of Bishop	Percentage	Unincorporated County	Percentage
1960	11,684	2,875	25%	8,809	75%
1970	15,571	3,498	23%	12,073	78%
1980	17,895	3,333	19%	14,562	81%
1990	18,281	3,475	19%	14,806	81%
2000	17,945	3,575	20%	14,416	80%
2008	18,152	3,551	20%	14,601	80%
2010	18,546	3,879	21%	14,667	79%
2013	18,573	3,877	21%	14,696	79%
2020	18,584	3,821	21%	14,763	79%

\*Source: California Department of Finance, Historical Census Population of Counties in California, 1850–1990; City/County Population & Housing Estimates, 1990–1998 (Report E-5); City/County Population & Housing Estimates, 2000–2008 (Report E-5); HCD-HE Data Packages 2013 and 2020

Table 4 provides a summary of the population by race/ethnicity for Inyo County (unincorporated and Bishop) from the 2014-2018 ACS. Those reporting White, American Indian, and Hispanic/Latino race and/or ethnicity made up the majority of the population in the unincorporated county with 63-percent, 13-percent, and 20-percent, respectively. The share of the population of American Indians and Hispanic/Latinos in Bishop differed from that of the unincorporated county. In Bishop, American Indians represented less than 1-percent of the city's population, which is 11-percent less than the share in the unincorporated county (13-percent). The Hispanic/Latino population in Bishop was 7-percent higher than in the unincorporated County (27-percent and 20-percent respectively).



Table 4 - Inyo County Population by Race/Ethnicity 2018

Race/Ethnicity	Unincorporated County		Bishop		Total County	
	Number	Percentage	Number	Percentage	Number	Percentage
White	9,022	63%	2,535	67%	11,557	64%
Black or African American	141	1%	31	1%	172	1%
American Indian or Alaskan Native	1,941	13%	15	< 1%	1,956	11%
Asian	169	1%	101	3%	270	1%
Hawaiian or Pacific Islander	34	< 1%	0	0	34	< 1%
Hispanic/Latino	2,862	20%	1,032	27%	3,894	21%
Some other race	15	< 1%	0	0	15	< 1%
Two or more races	209	< 1%	88	2%	297	2%
<b>Total Population</b>	<b>14,393</b>	<b>100%</b>	<b>3,802</b>	<b>100%</b>	<b>18,195</b>	<b>100%</b>

Source: ACS 2014-2018

## EMPLOYMENT

The economic base of the county consists of employers that primarily serve the local population and tourists. Two major employment sectors in the county are considered export employers: hotels and the federal and state components of public administration. The local-serving employers are affected almost exclusively by population and income trends while export industries are affected by factors external to Inyo County. Table 5 provides a summary of employment by industry for Inyo County as reported by the 2014-2018 American Community Survey (ACS).

Of nearly 6,572 total jobs, the education and healthcare industry was the largest employer in the unincorporated county at about 23-percent, and the arts, entertainment, recreation and accommodations was about 17-percent. The next largest category is retail trade at 10-percent and public administration follows with 9-percent of total employment.

Economic projections suggest a continued increase in tourism-related employment and income, and only marginal growth in other private sector industries. The tourism expansion generates increases in higher paying government jobs, with the effect of increasing per capita income despite the lower pay of other tourism-supported business sectors, such as retail and lodging. Other demographic trends can contribute to the upward push in local incomes, such as the continued influx into the county of retirees with independent incomes and lower than average household sizes.





**Table 5 - Employment by Industry (2020) – Unincorporated Inyo County**

Employment by Industry	Unincorporated	
	Estimate	Percent
Civilian employed population 16 years and over	6,572	100%
Educational services, and health care and social assistance	1,483	23%
Arts, entertainment, and recreation, and accommodation and	1,096	17%
Retail trade	675	10%
Public administration	621	9%
Construction	547	8%
Transportation and warehousing, and utilities	490	7%
Other services, except public administration	411	6%
Professional, scientific, and management, and administrative	362	6%
Agriculture, forestry, fishing and hunting, and mining	285	4%
Finance and insurance, and real estate and rental and leasing	256	4%
Manufacturing	161	2%
Information	110	2%
Wholesale trade	75	1%

*\*Source: ACS 2014-2018*

The California Employment Development Department (EDD) published projections for the fastest growing occupations in the Eastern Sierra Region (Alpine, Inyo and Mono Counties) for the years 2016 to 2026. Table 6 displays the top ten occupations that were projected to have the most growth in the Region that have annual median incomes less than Inyo County’s median income of \$52,874.

The fastest growing top ten lower-income occupations in the region are projected to add 1,460 jobs by 2026 a growth of 12-percent among lower-income occupations. The “Healthcare Support” occupation category is projected to have the largest growth in the region, at 40-percent between 2016 and 2026, earning an annual median salary of \$38,748, which would fall into the Low Income category. The “Maids and Housekeeping” occupation category has lowest wage earners among the fastest growing occupations in the region, earning an annual median salary of \$24,481, which falls into the Very Low income category.



**Table 6 - Growing Lower Income Occupations in the Eastern Sierra Region, 2016–2026**

Occupation	Annual Average Employment		Percentage Change	Annual Median Salary
	2016	2026		
Healthcare Support	200	280	40%	\$38,748
Hotel, Motel and Resort Desk Clerks	340	410	20.6%	\$26,798
Maids and Housekeeping	940	1,100	17%	\$24,481
Building and Grounds Cleaning and Maintenance	1,420	1,640	15.5%	\$26,363
Personal Care and Service	780	900	15.4%	\$27,361
Protective Services	490	560	14.3%	\$48,396
Installation, Maintenance, and Repair	820	920	12.2%	\$46,105
Food Preparation and Serving	3,020	3,380	11.9%	\$26,127
Office and Administrative Support	2,310	2,520	9.1%	\$35,754
Sales and Related Occupations	1,450	1,520	4.8%	\$28,026
<b>Total Occupation Growth</b>	<b>11,770</b>	<b>13,230</b>	<b>12%</b>	<b>--</b>

Source: Employment Development Department, Labor Market Info: "Fastest Growing Occupations," 2016-2026.

## HOUSEHOLD CHARACTERISTICS

### Household Growth Trends

In 1980, there were 5,654 households in unincorporated Inyo County. According to the 2000 Census, the unincorporated county had grown to 6,033 households, representing a 6-percent increase between 1980 and 2000. In 2010 the household number had grown to 6,301. According to the January 2020 estimate provided by HCD, there are 6,148 households in unincorporated Inyo County representing a 2.4-percent decrease from 2010 (Table 7) (2020 Census data was not available at the time of this update).

Inyo County's aging population has a significant effect on household characteristics, as household trends for seniors differ from other demographic cohorts. Nineteen-percent of the unincorporated county's estimated 2018 population was at least 65-years of age. Statewide, 9.6-percent of the population is at least 65 years old. The high percentage of residents aged 65 and over suggests that Inyo County is an attractive location for retirees, and/or the people who live in Inyo County choose to age in place.



**Table 7 - Household Growth Trends (1980–2018) – Unincorporated Inyo County**

Year	Households	Numerical Change	Percentage Change
1980	5,654	--	--
1990	5,884	230	4%
2000	6,033	149	2.5%
2010	6,301	268	4%
2018	6,148	153	-2%

*Source: Census Bureau (2010 Census P12, 2000 Census, SF3: H6 and 1990 Census, STF3: H4) and DOF (E-5 Report) HCD Data Package 2020*

Of the total population in unincorporated Inyo County (14,342), the majority 11,603 (81-percent) are living in households. Table 8 presents a summary of the differing household types in the unincorporated county in 2018.

**Table 8 - Population by Household Type (2000-2010) – Unincorporated Inyo County**

Household Type	Number	Percentage
<b>Family Households</b>	<b>4,300</b>	<b>53%</b>
Married Couple	3,211	40%
Male Householder	283	3%
Female Householder	806	10%
<b>Non-family Households</b>	<b>3,783</b>	<b>47%</b>
<b>Total Households</b>	<b>8,083</b>	<b>100%</b>

*Source: American Community Survey 2014-2018 DP02*

### Households by Tenure

According to the 2018 ACS, 72-percent of the households in unincorporated Inyo County are owner occupied. This was a decrease of 2-percent from 2010. Table 9 provides a summary of the change in tenure in the unincorporated portion of the county between 1980 and 2018. The ratio of owner to renter moves back and forth by 2-3-percent over time, indicating relative stability.



**Table 9 - Households by Tenure (1980–2010) – Unincorporated Inyo County**

	1990		2000		2010		2018	
	Number	Percentage	Number	Percentage	Number	Percentage	Number	Percentage
Owner	4,227	72%	4,386	73%	4,230	70%	4,434	72%
Renter	1,657	28%	1,647	27%	1,804	30%	1,714	28%
	<b>5,884</b>	<b>100%</b>	<b>6,033</b>	<b>100%</b>	<b>6,034</b>	<b>100%</b>	<b>6,148</b>	<b>100%</b>

Source: Census Bureau (ACS 2014-2018; 2010 Census SF1: H16; 2000 Census, SF 3: H7; 1990 Census, SF 3: H8)

According to 2018 ACS the vacancy rate in the unincorporated portion of the county was 17.6-percent, a difference of about a 1-percent increase from the 2010 vacancy rate. This indicates that there has not been a significant change in the characteristics of the County’s housing status.

Per the 2018 ACS data there are 1,312 vacant units in the unincorporated county representing 17.6-percent all units, of these, 719 were reported vacant as second homes used for “*seasonal, recreational, or occasional use.*” These vacant homes represent about 55-percent of the vacancies in the unincorporated county, showing a growing trend of second homeownership (vacant second homes represented 46-percent of vacancies in 2000). This trend can have a significant effect on housing availability and housing conditions for full time residents within the community.

The 2018 ACS reported that there were 59-rental units vacant and 6 rented, but not occupied. This is about 12-percent of the vacant housing units. There were only 3 homes for sale based on the same ACS date. This represents less than a half of a percent of the vacant units. This is a direct reflection of the tight real estate market and lack of private land available for new development. The majority of privately owned land in Inyo County that is realistically developable - already is.

Given these factors, housing growth has been minimal in Inyo County in recent years. In order to facilitate development of affordable housing, the County currently enforces and encourages state law allowing for the placement of mobile homes on all residentially zoned lots and Accessory Dwelling Unit (ADU) development. The County has also adopted a short-term rental ordinance that does not allow for non-hosted rentals. This means that an owner or resident has to be on the property at all times during a short-term rental, which makes the short-term rental of a whole housing unit by an absentee owner a zoning violation. In addition, current County policy is designed to concentrate new growth within and contiguous to existing communities (e.g., Bishop, Big Pine, Independence, Lone Pine). This will ensure development of housing units in the places of greatest need and where infrastructure is readily available.

### Overcrowded Households

The United States Census Bureau defines an overcrowded household as a housing unit occupied by more than one person per room (not including kitchens and bathrooms). Units with more than 1.5 persons per room are considered severely overcrowded and indicate a significant housing need.



According to the 2018 American Community Survey, only 156 of the total households in the unincorporated County (6,148), approximately 2.5-percent, were in overcrowded situations. This percentage is low compared to the statewide average of 6.7-percent. Overcrowding has been declining since 1980 in the unincorporated areas of Inyo County. In 1990, there were 287 overcrowded households, the 2000 Census reported 237, in 2010 there were 159 and in 2018 there were 156.

Table 10 presents overcrowding data for the unincorporated county and California as a whole. As seen in the table, 1-percent of all owner-occupied households were overcrowded, compared to 6-percent of renter-occupied households. The state reported higher percentages of overcrowding for owners (4-percent) and renters (13-percent).

**Table 10 - Overcrowded Households (2018) – Unincorporated Inyo County**

Households	Owners		Renters		Total
	Number	Percentage	Number	Percentage	
Total Overcrowded Households	61	1%	95	6%	156
1–1.5 Persons per Room	61	1%	85	5%	149
1.5 or More Persons per Room	0	0	10	1%	10
<b>Total Households</b>	<b>4,434</b>	<b>72%</b>	<b>1,714</b>	<b>28%</b>	<b>6,148</b>
Statewide Overcrowding Rates	4%		13%		

*Source: ACS 2018; 2021 HCD Data Package*

### Households Cost Burden

Cost burden calculations were provided by HCD data. As a rule of thumb, housing is considered affordable if less than 30-percent of household income is spent on rent or mortgage. Table 11 compares cost burden for housing between owners and renters for different income categories.

According to 2012-2016 HCD data, 24-percent of all households (both renter and owner) paid more than 30-percent of their income on housing costs. This is less than in 2010 when it was 32-percent. Table 11 shows the number of households by income category that spent over 30-percent (constituting a cost burden) on housing in unincorporated Inyo County.

Based on HCD household income data, the median household income (1-person) for the County is \$52,500, lower-income households (those earning up to 80-percent of the median income) are those making up to \$ 42,000 per year. According to the data, there were approximately 535 lower-income renter households (extremely low, very low and low) that suffered from cost burdens in paying housing costs, representing 31-percent of all renter households. The percentage of lower-income owner households that experienced a cost burden was higher with approximately 620 households or 14-percent of all owner households (a more detailed analysis can be found in the Affirmatively Further Fair Housing section).



**Table 11- Housing Cost Burden (2020) – Unincorporated Inyo County**

<b>Housing Cost as a Percentage of Household Income</b>			
<b>Renter-Occupied Households</b>			
Income Range	Households Paying > 30% of Income	Total Households	% of Total Cost Burdened Households
Extremely Low	180	260	69%
Very Low	195	320	61%
Low	160	395	41%
Moderate	20	260	8%
Above Moderate	25	510	5%
Subtotal	580	1,745	31%
<b>Owner-Occupied Households</b>			
Extremely Low	210	345	61%
Very Low	240	500	48%
Low	170	760	22%
Moderate	70	390	18%
Above Moderate	285	2,445	12%
Subtotal	975	4,440	22%
<b>TOTAL</b>	<b>1,510</b>	<b>6,185</b>	<b>24%</b>

*Source: California Department of Housing and Community Development, 2020*

#### HOUSEHOLD INCOME

Household income is one of the most significant factors affecting housing choice and opportunity. Income largely determines a household's ability to purchase or rent housing. The state and federal government classify household income into several groupings based upon the relationship to the county adjusted median income (AMI), adjusted for household size. The State of California utilizes the income groups presented in Table 12. For purposes of the Housing Element, the state income definitions are used throughout the document.



**Table 12 - Inyo County-State Income Limits by Household Size (2020)**

	1 person	2 persons	3 persons	4 persons	5 persons	6 persons	7 persons	8 persons
Extremely Low (0-30%)	\$15,800	\$18,050	\$21,720	\$26,200	\$30,680	\$35,160	\$39,640	\$44,120
Very Low (31-50%)	\$26,300	\$30,050	\$33,800	\$37,550	\$40,600	\$43,600	\$46,600	\$49,600
Low (51-80%)	\$42,100	\$48,100	\$54,100	\$60,100	\$64,950	\$69,750	\$74,550	\$79,350
Median (100%)	\$52,550	60,100	\$67,600	\$75,100	\$81,100	\$87,100	\$93,100	\$99,150
Moderate (81-120%)	\$63,050	\$72,100	\$81,100	\$90,100	\$97,300	\$104,500	\$111,700	\$118,950

*Source: California Department of Housing and Community Development, 2020*

#### AFFORDABILITY OF HOUSING

As shown in Table 12, HCD publishes official State income limits each year. The income categories are used as a determinant for qualifying households for housing programs as well as to understand how much households in the county can afford to spend on housing costs. Table 13 provides a summary of the 2020 state income limits for households by household size. The income limits are sorted by income group and presented as monthly income, monthly rent, and maximum (max.) sales price.

Monthly income is determined by dividing the annual income limit by 12-months. Monthly rent is 30-percent of the monthly income, which is the standard for determining affordable monthly housing cost. Maximum sales price is an estimate of the maximum amount a household could afford assuming a 4-percent interest rate over 30 years, in which no more than 30-percent of the household's gross monthly income is spent on housing cost.

For example, a 2-person household with an annual income of \$26,350 has a gross monthly income of \$2,196 and is considered to be a very low-income household. The affordable rent that the 2-person household could afford without being cost burdened is \$659, and the maximum sales price of a home this household can afford is \$79,026.

The affordable monthly rent and the maximum purchase price of homes in each income category will be used to determine the availability of housing affordable to each income group. This analysis can be found in the following sections of this Housing Element: Housing Rental Market and Housing Sales Market.



**Table 13 - Housing Affordability by Income Level – Inyo County  
(2020)**

<b>Income Group</b>	<b>1-Person</b>	<b>2-Person</b>	<b>3-Person</b>	<b>4-Person</b>
<b>Extremely Low</b>				
Monthly Income	\$1,317	\$1,504	\$1,808	\$2,183
Monthly Rent	\$395	\$451	\$542	\$655
Max. Sales Price	\$49,817	\$58,313	\$72,121	\$89,266
<b>Very Low</b>				
Monthly Income	\$2,192	\$2,504	\$2,817	\$3,1297
Monthly Rent	\$658	\$751	\$845	\$938
Max. Sales Price	\$89,721	\$103,831	\$118,094	\$132,204
<b>Low</b>				
Monthly Income	\$3,508	\$4,008	\$4,508	\$5,008
Monthly Rent	\$1,053	\$1,203	\$1,353	\$1,503
Max. Sales Price	\$149,653	\$172,412	\$195,170	\$217,929
<b>Median</b>				
Monthly Income	\$4,379	\$5,008	\$5,633	\$6,258
Monthly Rent	\$1,314	\$1,503	\$1,690	\$1,878
Max. Sales Price	\$189,253	\$217,929	\$246,302	\$274,827
<b>Moderate</b>				
Monthly Income	\$5,254	\$6,008	\$6,758	\$7,508
Monthly Rent	\$1,576	\$1,803	\$2,028	\$2,253
Max. Sales Price	\$229,005	\$263,447	\$297,586	\$331,724

*Source: 2020 Income Limits, California Department of Housing and Community Development, April 2020*

*Note: Affordable housing cost for renter-occupied households assumes 30% of gross household income, not including utility cost.*

*Monthly mortgage calculation: <https://www.zillow.com/mortgage-calculator/house-affordability/#zmm-calc-help>*

*Note: Affordable housing sales prices are based on the following assumed variables: 30-year fixed rate mortgage at 4% annual interest rate, no money down, \$800 per year homeowners insurance and 1.2 property tax rate.*

### **Housing Rental Market**

A survey of fair market rental rates for single-family and multi-family housing in Inyo County was obtained in October 2020. Comparing the market rental rates with the affordable monthly rent amounts presented in Table 14 helps determine the supply of affordable housing for each income level. According to the results of the surveyed rental rates and the monthly rental amounts that households with 1 to 4 persons can afford, households that fall between the very low-income and low-income category can afford rental rates for multi-family housing. The survey results show that households at or below the very low-income category pay in excess of 30-percent of the monthly





gross household income. Households at or above the low-income category earn sufficient monthly incomes to afford the median monthly rental rates found in the survey for all housing types (single-family, multi-family, and mobile homes).

Table 14 reports median rental rates for the county as a whole. Communities in and around Bishop tend to offer rental rates at or above the county median rental rates. Conversely, the communities of Independence and Lone Pine typically have rental rates that are below the county median rates.

**Table 14 - Point-in-Time Rental Survey  
(Bishop, Big Pine, Independence, Lone Pine 2020)**

NUMBER OF BEDROOMS	SINGLE-FAMILY		MULTI-FAMILY	
	MEDIAN RENT	NUMBER OF UNITS SURVEYED	MEDIAN RENT	NUMBER OF UNITS SURVEYED
1 BEDROOM	\$788	14	\$650	12
2 BEDROOM	\$850	23	\$750	16
3+ BEDROOM	\$1,750	33	N/A	0
TOTAL	\$1,500	49	\$750	31

*Source: Point-in-Time Rental Survey, Inyo County October and December 2020*

## Housing Sales Market

Home sales prices have been analyzed and compared with the affordability data in Table 13. This analysis allows the County to identify which income groups have the most difficult time finding affordable housing.

## New Home Sales

The resale price of homes in the county between 2009 and 2014 as provided by the County Assessor is shown on Table 15. The assessor sales data is shown for the communities of Unincorporated Bishop, Bishop, Big Pine, Independence, Lone Pine, and the county as a whole. According to the Assessor's report, the median sales price for mobile homes situated in mobile home parks in the county as a whole was \$22,000, which means that households at or above the extremely low-income range can afford to purchase a mobile home without being cost burdened. The community with the lowest median mobile home sale price in a park was Lone Pine at \$5,000.

The median price at which condominium units sold in the county as a whole was \$152,500, affordable to households earning above moderate income. The City of Bishop was the only community to have condo sales and the median price was \$152,500. It is difficult to calculate the resale amount of projects with 2 or more units, because the median price reports the total cost of the project and not each individual unit. The median sales price for duplex projects in the county was \$193,500, with the lowest median sale price in Independence at \$117,000. The median sale price of projects with 3 and 4 units in the county as a whole was \$202,500.

Single-family homes have the highest median sales price of all the unit types. Between 2009 and 2014, the median sales price for single-family homes in the county as a whole was \$310,000. This is



up by \$33,500 from the 2010 number of \$276,500. The extremely low household income group identified in Table 13 would be able to afford the median resale price of a single-family home in the very rural areas of south and southeast Inyo County where there are not many services. The community of Independence had the second lowest median sales price of single-family homes at \$175,000 and would be affordable to the Low Income Group. The overall median sales prices for all housing types in the entire county increased from \$150,000 in 2014 to \$215,000 in 2020. The increase in the median sales prices can be attributed to the better economic conditions than what was found for the 2014 Housing Element update analysis. This increase in sales prices also indicates that housing is becoming less affordable to more income groups.

**Table 15 - Inyo County Median Home Sales: 2014-2019**

Community	Single-family	Condo	Two Units	Three Units and Above	Mobile Home	
					In park	On Private Property
Unincorporated Bishop	\$390,000	\$180,000	\$445,000	\$182,850	\$22,000	\$250,000
Bishop	\$284,000	\$137,000	\$300,000	\$336,000	\$23,500	\$275,000
Big Pine	\$265,000	--	\$197,000	362,500	\$53,835	\$179,000
Independence	\$175,000	--	\$150,000	60,000	\$15,250	\$82,000
Lone Pine	\$199,000	--	\$133,000	153,500	\$2,000	\$140,000
Other areas North	\$380,000	--	--	--	--	--
Other areas South	\$65,000	--	\$27,000	--	\$15,000	\$25,000
<b>County Total</b>	<b>\$310,000</b>	<b>\$150,000</b>	<b>\$193,500</b>	<b>\$202,500</b>	<b>\$21,000</b>	<b>\$177,500</b>

*Source: Inyo County Assessor's Office, October, 2020*

## HOUSING STOCK CHARACTERISTICS

### Housing Units by Type

As shown in Table 16, unincorporated Inyo County contains a variety of housing types, including 4,689 detached single-family residences, 137 attached single-family residences, 2,267 mobile homes, and 290 multi-family units (includes "2-4 units" and "5 plus units").

Single-family homes represent the dominant type of housing in the County. Between 2010 and 2020, the number of detached single-family residences increased by less than a percent from 4,850 to 4,879; the number of attached single-family residences increased by 3-percent from 128 to 137 units between 2010 and 2020.

Mobile homes are the second most popular housing type in Inyo County. Between 2010 and 2020 the number of mobile homes increased from 2,206 to 2,226 a 3-percent increase. This shows that mobile homes are still a popular housing type in the county, likely due to their affordability and the rural nature of the County.



Table 16 shows how Inyo County’s housing stock has changed between 2010 and 2020. Not a lot of new building occurred during this time. A total of 58 units have been added to the unincorporated portion of Inyo County’s housing stock, an increase of less than 1-percent.

**Table 16 - Housing Units by Type (2010– 2020) – Unincorporated Inyo County**

Housing Unit Type	2010		2020		Change	
	Number	Percentage	Number	Percentage	Number	Percentage
Single-Family Detached	4,850	64%	4,879	64%	29	0.5%
Single-Family Attached	128	2%	137	2%	4	3%
2–4 units	229	3%	229	3%	84	0%
5 Plus Units	139	2%	139	2%	6	0%
Mobile Home *	2,206	29%	2,226	29%	62	3%
<b>Total Units</b>	<b>7,552</b>	<b>100%</b>	<b>7,610</b>	<b>100%</b>	<b>58</b>	<b>0.7%</b>

Source: HCD Data Package, 2020

\*Mobile home category includes “Other” (e.g., RVs, campers).

Between 2010 and 2020, the county experienced an increase in single-family development and in total mobile homes. This is a little different from the trend since 1990 where single family homes had the highest share of new residential development.

Mobile Homes are, especially in rural areas, a common alternative option for affordable housing. The time between 2010 and 2020 has shown an overall rise in all real estate prices. This would create a need in the housing market for more affordable options. There has also been an increase in single family attached units another more affordable type of housing.

### Housing Stock Conditions

Structures older than 30-years are used as the accepted standard determining the need for “major rehabilitation.” Based on the 2020 HCD Data Package, approximately 82-percent, or 5,634 units, of all housing units within the unincorporated areas of the county were older than 30-years of age, indicating that much of the County’s housing stock either needs or has had major rehabilitation. It also illustrates the very low rate of new housing construction in the County. This data is presented in Table 17 below. The County’s Building and Safety inspectors find that approximately 10-percent of the County’s housing is in need of some rehabilitation. This estimate is based on a condition criterion of the housing unit not being at the code standard of the time in which it was built. Using the HCD data package unit number of 7,610 would indicate that about 761 units are in need of some level of rehabilitation. The County has addressed this with the formation of a low interest rehabilitation loan program, as well as, IMACA, County Planning and Building and Safety staffs providing information to the owners of housing in need of rehab about USDA, CDBG and HOME



financial help programs. A program has been added to this 2021 Update to rehabilitate 3-housing units per year during the Planning (Program 1.1.1).

**Table 17 - Housing Units by Age – Unincorporated Inyo County (2013-2017)**

Year Structure Built	Number	Percentage
Built 2014 or later	58	1%
Built 2010 to 2013	156	2%
Built 2000 to 2009	567	8%
Built 1990 to 1999	744	10%
Built 1980 to 1989	1,309	18%
Built 1970 to 1979	1,733	23%
Built 1960 to 1969	1,045	14%
Built 1950 to 1959	599	8%
Built 1940 to 1949	697	9%
Built 1939 or earlier	552	7%
<b>Total</b>	<b>7,460</b>	<b>100%</b>

Source: HCD Data Package, 2020

### SPECIAL HOUSING NEEDS

Certain segments of the population may have more difficulty in finding decent, affordable housing due to special circumstances. In unincorporated Inyo County, these “special needs” groups include extremely low-income households, senior citizen households, large families, disabled and developmentally disabled persons, single-parent-headed households, the homeless, and farmworkers.

### Extremely Low-Income Households

Table 18 displays the share of households by income category by HUD adjusted median family income (HAMFI) in the unincorporated portion of the county. The data presented in the table is reported by CHAS (Comprehensive Housing Affordability Strategy) in 2018. According to CHAS, between 2013-2017 9-percent of all households were extremely low-income. Of the 755 extremely low-income households, 380 are renters and 375 are owners. In conjunction with local community agencies and nonprofit service providers, the County has supported providing assistance to lower-income households and will continue to work to implement programs providing support that meets the housing needs of all income segments in the county.



**Table 18 - Unincorporated Inyo County Households by Income Level  
(2013-2017)**

Income Level	Owners	Renters	Total	Percentage
Extremely low (0–30% HAMFI)	375	380	755	9%
Very low (30–50% HAMFI)	530	525	1,055	13%
Low (50–80% HAMFI)	810	770	1,580	20%
Moderate and above moderate (80% -100% HAMFI)	575	255	830	10%
Above (100% HAMFI)	2,815	990	3,805	47%
<b>Total</b>	<b>5,110</b>	<b>2,915</b>	<b>8,025</b>	<b>100%</b>

*Source: Comprehensive Housing Affordability Strategy (CHAS) HUD Data Report, 2013-2017*

Local nonprofit community agencies and the County Health and Human Service Department organize and operate a number of programs countywide, including low-income housing, emergency shelter, emergency food/commodities, and weatherization programs.

Inyo County has one assisted housing project in its jurisdiction owned by the Lone Pine Economic Development Corporation, the Mt. Whitney Apartments, which is a 33-unit housing project developed with funds from the Farmers Home Administration Section 515 Rental Housing Program and managed by a nonprofit staff.

The Housing Authority of the County of Stanislaus administers the Section 8 Housing Assistance Program - Housing Choice Voucher program, which provides vouchers for local privately owned housing to eligible families. The vouchers represent credit that can be applied to rental cost of any housing unit. Currently, there are approximately 29 vouchers allocated to Inyo County residents.

### **Persons with Disabilities**

As reported by the 2018 ACS 2,489 (14%) of the population reported a disability. As seen on Table 19 below, about less than 1% of people reporting a disability are not employed.

**Table 19 - Persons with Disability by Employment Status**

	Number	Percentage
Total	<b>8,003</b>	<b>100%</b>
In the labor force:	6,433	80%
<b>Employed:</b>	<b>6,092</b>	<b>76%</b>
With a disability	252	3%
No disability	5,804	73%
<b>Unemployed:</b>	<b>341</b>	<b>4%</b>
With a disability	21	>1%
No disability	320	4%
<b>Not in labor force:</b>	<b>1,570</b>	<b>20%</b>
With a disability	324	4%
No disability	1,246	16%

*Source: HCD 2020 Data Package*

Table 20 displays the total number of disabilities reported by type of disability. For persons between the ages of 5 and 64, cognitive disabilities were the most prevalent, followed by ambulatory and independent living difficulties. In the 65-years and over category ambulatory disabilities were the most prevalent, followed by independent living difficulties.

### Developmentally Disabled

The Census Bureau does not include developmental disabilities in their data and so it is not shown on Table 20. Developmental disabilities are defined as a continuing disability that originates before an individual becomes 18 years old and includes Mental Retardation, Cerebral Palsy, Epilepsy, and Autism. The Kern Regional Center located in Bakersfield, CA provides services to about 8,000 individuals with developmental disabilities who live in Inyo, Kern and Mono Counties. The Kern Regional Center reports that they serve 128-people with developmental disabilities that are from Inyo County.

People with developmental disabilities can often live and work independently. Individuals with more severe developmental disabilities may require group living quarters with supervision. The most severely affected individuals may require an institutional environment where medical attention and physical therapy are also provided. Since developmental disabilities begin before adulthood, housing for persons with developmental disabilities is a progression from the person's living situation as a child to their needs as an adult.

There are several housing types appropriate for people living with a development disability: rent subsidized homes, licensed and unlicensed single-family homes, inclusionary housing, Section 8 vouchers, special programs for home purchase, HUD housing, and veteran's homes. The design of housing- accessibility modifications, the proximity to services and transit, and the availability of group living opportunities represent some of the types of considerations that are important in serving the needs of this group. Incorporating 'barrier-free' design in all, new multi-family housing



(as required by California and Federal Fair Housing laws) is especially important to provide the widest range of choices for residents with disabilities. Special consideration should also be given to the affordability of housing, as people with disabilities may be living on a fixed income.

The Housing Element contains Program 6.2.1 - Reasonable Accommodation. It ensures the availability of reasonable accommodations for persons with disabilities to make modification or exception to the rules, standards, and practices for the siting, development, and use of housing or housing-related facilities in an effort to eliminate barriers to equal opportunity to housing of their choice. This will include establishing an approval process and findings for modifications to design standards found in the zoning code, to ensure that Reasonable Accommodation is addressed. The County will further amend the Zoning Code to clarify that design standards can be modified without a variance and include the criteria for granting reasonable accommodations modifications as part of Program 6.2.1.

**Table 20 - Disability Type  
Unincorporated Inyo County**

Disability	Number	Percentage
<b>Total Disability Population 5 to 64 years</b>	634	37%
With a hearing difficulty	107	6%
With a vision difficulty	79	5%
With a cognitive difficulty	325	19%
With an ambulatory difficulty	311	18%
With a self-care difficulty	191	11%
With an independent living difficulty	310	18%
<b>Total Disabilities for Ages 65 and Over</b>	1,074	63%
With a hearing difficulty	410	24%
With a vision difficulty	164	10%
With a cognitive difficulty	301	18%
With an ambulatory difficulty	776	45%
With a self-care difficulty	299	18%
With an independent living difficulty	530	31%
<b>Total Disabilities</b>	1,708	100%

*Source: 2020 HCD Data Package*

All forms of disability can hinder access to housing units of conventional design as well as limit the ability to earn adequate income. Although needs can vary widely, disabled persons need special facilities to help them overcome their disability or make their housing units more convenient. Some of these amenities include wide doorways that can accommodate wheelchairs, special bracing for handrails, lower countertops, and switches and outlets at the proper height to allow easy use. Unfortunately, very few housing units have these features, and consequently, they must be remodeled to serve the disabled. The conversion of a conventionally designed housing unit is usually well beyond the financial capability of most disabled persons.



The County actively implements state standards for the provision of accessible units in new developments. The County also encourages housing provided for disabled persons to be in close proximity to public transportation and services.

## Seniors

The special needs of many senior households result from limited fixed incomes and from physical disabilities and dependence needs. As a result, seniors experience financial difficulty in coping with rising housing costs. The financial capacity for coping with increased housing costs depends heavily on the tenure status (owner or renter) of the elderly household. With infrequent and small increases in income and potentially large increases in housing costs, seniors who rent are at a disadvantage compared to seniors who own. Table 21 displays householders by tenure and age from the HCD 6<sup>th</sup> Cycle Data Package derived from the 2018 ACS. As shown in the table, 2,043 households had a senior householder (age 65 years and older) in Inyo County, representing a significant portion of Inyo County's household population, 33-percent. Of the over 65-years household population 13-percent rent their home.

**Table 21 - Householders by Tenure by Age – Unincorporated Inyo County**

Householder Age	Owners	Renters	Total
Householder 15 to 24 years	17	151	168
Householder 25 to 34 years	205	503	708
Householder 35 to 44 years	485	327	812
Householder 45 to 54 years	670	250	920
Householder 55 to 59 years	578	98	676
Householder 60 to 64 years	704	117	821
Householder 65 to 74 years	913	199	1,112
Householder 75 to 84 years	681	47	728
Householder 85 years and over	181	22	203
<b>Total Households</b>	<b>4,434</b>	<b>1,714</b>	<b>6,148</b>

*Source: HCD 6<sup>th</sup> Element Data Package 2020*

One area of great concern relates to rent increases in mobile home parks. Senior citizens are particularly vulnerable and often cannot afford the cost of moving their mobile homes to less expensive spaces. For example, disassembling, moving, and reassembling a doublewide mobile home can cost several thousand dollars. To troubleshoot this problem, the County supports local assistance organizations in addressing senior housing needs through policies and programs supporting rental subsidies, tenant purchase of mobile home parks, and housing rehabilitation assistance, including weatherization.





## Large Households

Large households are defined as households with 5 or more persons. Data provided by HCD indicates that Inyo County has about 6-percent of households meeting that criterion. In comparison with the 2014 Housing Element data, the percentage of large families has decreased slightly by 1-percent. In circumstances in which the housing market does not meet the unique needs of large families, overcrowding can result. Fortunately, the county's relatively small overcrowding problem does not indicate this trend occurring on a broad scale. Table 22 shows households by tenure including large households in the unincorporated county.

The Housing Element establishes programs such as density bonus incentives for larger units and self-help housing to meet the needs of the county's large households. The County has had Density Bonus in its code for years. It will be update as well to accurately reflect current State law.

**Table 22 - Household Size by Tenure – Unincorporated Inyo County**

	Living Alone		2–4 persons		5+ Persons		Total	
	Number	Pct	Number	Pct	Number	Pct	Number	Pct
Owner	1,290	59%	2,937	83%	207	60%	4,434	73%
Renter	902	41%	622	17%	137	40%	1,661	27%
<b>Total Households</b>	<b>2,192</b>	<b>100%</b>	<b>3,559</b>	<b>100%</b>	<b>344</b>	<b>100%</b>	<b>6,095</b>	<b>100%</b>

Source: Source: HCD 6<sup>th</sup> Cycle Data Package

## Female-Headed Households

According to the 2020 HCD data package, 16-percent of all households within Inyo County are headed by a female and 9% of these have children. Female headed households with children are commonly in need of assistance and are often the households in most need of affordable housing, childcare, job training, and rehabilitation funds.

The financial constraints of single-parent households, especially those headed by females, are seen by the share of households reporting to be below the poverty level. The total number of families living below the poverty level is 468. Of the 468 households living below the poverty level, 188 or 5-percent of households were headed by females. Table 23 provides a summary of female headed households in the county as reported by the ACS 2014-2018.

**Table 23 - Female Headed Households – Unincorporated Inyo County**

Householder Type	Number	Percentage
Female Headed Households	550	16%
Female Heads with Own Children	301	9%
Female Heads without Children	249	7%
Total Householders	3,524	100%
Female Headed Households Below Poverty Level	188	5%
Total Families Below Poverty Level	468	13%

Source: 2020 HCD Data Package

The needs of a single, employed, parent typically includes housing that requires minimal maintenance and is located near employment, schools, transit, shopping, and day care. To address the housing needs of single-parent-headed households, the 2021 Housing Element extends existing affordability programs, such as rent subsidies, and sets forth several new programs, including supporting housing rehab, ADU and affordable housing development to increase the supply.

### **Families and Persons in Need of Emergency Shelter**

There are many social, economic, and physical conditions that have led to an overall increase in the homeless populations throughout the State of California. Factors contributing to the rise in homelessness include the general lack of housing affordable to low, very low, and extremely low-income persons, increases in the number of persons whose incomes fall below the poverty level, reductions in public subsidies to lower-income persons, and the deinstitutionalization of persons with mental illness. The 2020 Point in Time Count found there are 123-homeless individuals who are homeless in the County. Seventeen of these individuals are children and 39 are homeless for the first time. Sixty-one people are living out of their vehicles. Table 24 illustrates the number of homeless people by category.

**Table 24 - Homeless Persons - Inyo County (2020)**

Category	Number
Total Homeless	123
Sheltered	22
Unsheltered	101
Number of Children	17
Chronically Homeless	26
First Time Homeless	39
Veterans	16
With a Physical Disability	39
With a psychiatric or Emotional Condition	46
Fleeing Domestic Violence	19
In Families with Children	27
Sleeping in Vehicles	61

*Source: Inyo Mono Advocates for Community Action (2020 point in time count)*

Inyo County has a transitional housing program (THP+) that serves foster or group home children when they reach age 18. The County helps these populations find an apartment, helps with financial support, and assists with searching for employment. Area non-governmental organizations the Inyo Mono Advocates for Community Action (IMACA) and Wild Iris also operate around 14-transitional housing units.

The County does not have a homeless shelter, but along with IMACA, the Salvation Army and others, provide hotel/motel vouchers for emergency shelter. For homeless families, County Child Protective Services will rent a hotel room for one night then, County Social Services will pay for a longer-term temporary hotel rooms and assist with finding long-term housing and obtaining services.

To address the needs of homeless individuals living in their vehicles, the County added to Program 3.1.4, to design a safe parking program and choose a site or multiple sites where unhoused individuals can safely park their vehicles and have access to onsite restrooms and security. This will be completed within three years of certification. The County is also working on a program to donate 9-FEMA trailers to house homeless people.

A housing development currently being planned by IMACA within the City of Bishop that serves all of Inyo County will include 5-permanent Supportive Housing Units. There are currently none in Inyo County. IMACA also administers a Rapid Rehousing Project on properties scattered throughout the area. There is currently no Low Barrier Navigation Centers in the County; however IMACA is proposing one that will be located within the City of Bishop that will serve all of Inyo County.



As part of Program 3.1.5 (Partnerships for Affordable Development), the County will meet with nearby jurisdictions, including the City of Bishop on an annual basis, to coordinate on affordable housing strategies, consolidate local data and knowledge regarding affordable housing developers, and focus on the needs of Extremely Low Income households.

The County operates two Wellness Centers one on Short Street in Bishop and one on Washington Street in Lone Pine. The centers provide case management services and provide a place for anyone who needs a free shower, coffee, meals, a safe place to be, referrals, bilingual services, and activities. If no temporary shelter can be found, the centers will provide a free sleeping bag and tent. The centers do not advertise their services and instead depend on referrals from the County's Social Services and Mental Health divisions, the Salvation Army, and IMACA. Wellness Center staff also regularly search for people in need, especially during the summer months when there are more homeless in the area - see the Governmental Constraints section of this Housing Element for more discussion on housing for persons in need of emergency shelter and transitional housing services.

### Farmworkers

According to the 2017 USDA Census of Agriculture as shown in Tables 25 and 26, there were approximately 193 farmworkers in Inyo County, 57-percent of which are seasonal workers (i.e., less than 150-days). The housing needs of farmworkers do not represent a large portion of the County's housing needs and can be addressed through existing programs to identify lands and assist in the development of housing for low and moderate-income households. Since farmworkers are mostly found in the unincorporated County, countywide data is representative of it.

**Table 25 - Number of Farmworkers (2017) – Inyo County**

Hired Farm Labor	
Farms	58
Workers	193

*Source: USDA 2017 Census of Farmworkers*

**Table 26 - Farmworkers by Days Worked (2017) – Inyo County**

150 Days or More		
	Farms	34
	Workers	82
Farms with 10 or More Workers		
	Farms	0
	Workers	0
Fewer than 150 Days (Seasonal)		
	Farms	33
	Workers	111

Source: USDA 2017 Census of Farmworkers

The 2004 update of the Inyo County Zoning Code included amendments that ensured the County is in compliance with Health and Safety Code Sections 17021.5 and 17021.6, the Employee Housing Act, to facilitate the provision of employee housing, including farmworkers. The County’s Open Space and Recreational Commercial zone (C5), which include agriculture provides for employee housing as an accessory use stated by: *Dwellings of persons regularly employed on the premises for agricultural or domestic duties (OS) or Dwellings of persons regularly employed on the premises for commercial recreational activities (C5) mobile homes subject to the provisions of state law, may be used for this purpose.* There are no limitations on the number of people or structures that can be used for employee housing in this language. There is, however, some disconnect in the County’s definition of employee housing to the implementation of it. Although the term ‘employee housing’ is used in no place in the code except in the definition, it will be changed from calling out “five or more unrelated persons or families” to not calling out a specific number (Program 2.1.5).

### Units at Risk of Converting to Market-Rate Uses

Affordable housing units in Inyo County consist of one assisted housing project, the Mt. Whitney Apartments. It is a 33-unit housing project developed with funds from the Farmers Home Administration Section 515 Rental Housing Program. The project was constructed in 1987 and is owned by the Lone Pine Economic Development Corporation (LPEDC). Given its nonprofit ownership and operation, it has been determined that the project is not at risk of converting to market-rate housing. The state of affordable housing in the County has not changed since the 2014 update as no new assisted housing projects have been built since. The County has also not had any developments that have taken advantage of its density bonus program.

## CHAPTER THREE: NEED, RESOURCES AND CONSTRAINTS AND AFFIRMATIVELY FURTHER FAIR HOUSING

### REGIONAL HOUSING NEED

A Regional Housing Needs Allocation (RHNA) Plan is required pursuant to Section 65584 of Article 10.6 of California Housing Element law and is prepared for jurisdictions in the State by



HCD. The housing need is the minimum number of units needed to serve the projected household population and to accommodate a normal vacancy rate and the expected loss of housing stock.

As shown below on Table 27, unincorporated Inyo County has a projected housing unit need of 205 total units based on household growth expected during the 2021 Housing Element timeframe, with at least 42-percent of these units targeted toward lower-income households. The County has been allocated 46-units for very low-income households and approximately half of those are presumed to be for extremely low-income households (in accordance with AB 2634, which requires the County to document its projected extremely low-income housing need).

**Table 27 - Regional Housing Needs (2019-2029) – Unincorporated Inyo County**

Income Group	Number	Percentage
Extremely Low	23	11%
Very Low	23	11%
Low	40	20%
Moderate	39	19%
Above Moderate	80	39%
<b>Total</b>	<b>205</b>	<b>100%</b>

*Source: 2020 HCD Data Package*

For the 6<sup>th</sup> cycle Housing Element update, the RHNA for Inyo County covers a planning period of December 31, 2018 through April 30, 2029. Therefore, all units built or permitted between that date and the present day can be credited toward the County's RHNA. For a credit to apply to an extremely low, very low, low, or moderate-income allocation, it must have a deed restriction or otherwise documented sales price or rental rate that falls within the affordable range for those income groups.

Population growth and development, in general, in the County is low and slow. As shown in Table 28, the County has issued no building permits since January 1, 2021. Also, no development has occurred since 2018 that counts towards the RHNA progress in Inyo County.

**Table 28 - Progress toward Regional Housing Needs (2019 to 2029)**

Income Group	RHNA	Units Built Since January 2019	Remaining RHNA 2021-2029
Extremely Low	23	0	23
Very Low	23	0	23
Low	40	0	40
Moderate	39	0	39
Above Moderate	80	0	80
<b>Total</b>	<b>205</b>	<b>0</b>	<b>205</b>

*Source: Regional Housing Need Plan, 2019-2029; County of Inyo Planning Department*

## RESOURCES AND CONSTRAINTS

### Land Inventory

Inyo County has a very large land area (10,500-sq-miles). More than 98-percent of this land, however, is public land and under Federal and State management or owned by the City of Los Angeles. This leaves less than 2-percent of the land in the County for development. A vacant land inventory conducted by the County in 2020 found that most of the County's privately owned vacant land is outside of established communities, in areas with environmental constraints, located outside of fire district boundaries (making subdivision impossible), outside of water and sewer service district boundaries (making development prohibitively expensive) and large distances from services. Virtually, all of the vacant land within or adjacent to existing infrastructure, within the communities located along the Highway 395 corridor where a majority of Inyo County's population lives, is owned by the City of Los Angeles.

Since 1970, Inyo County and the Los Angeles Department of Water and Power (DWP) have been in litigation over the construction of a second aqueduct and associated groundwater pumping and water export. In 1989, the Inyo County Board of Supervisors and Los Angeles City Council gave tentative approval to a groundwater management agreement. An environmental impact report (EIR) was prepared by the two parties to address the impacts of the second aqueduct and the agreement. One of the mitigation measures identified in both the tentative agreement and the EIR was the need to release Department-owned lands in the Owens Valley to lessen the impacts of DWP land ownership patterns on the orderly growth of the county and affordability of housing.

The final agreement provided for the release of 75-acres of land in the county adjacent to communities with access to water and sewer systems. A majority of the properties selected are currently zoned for residential development and were given General Plan designations appropriate for residential development. The identified parcels are in or adjacent to the communities of Lone Pine, Independence, Big Pine, and Bishop. To date none of these lands located in the unincorporated county has been sold to private interests. Past housing elements have included much



of this land in the inventory, but since countless years have passed and none of it has been developed for housing, only two DWP parcels are included in this update.

Additionally, Program 3.1.1 commits the County to identifying alternate sites in the event that DWP is unwilling to develop housing on these sites. Program 3.1.1, also includes that the County will facilitate dialogues with other agencies in the region who are large holders of land. Nearby jurisdictions including Mono County, Mammoth Lakes and Bishop will be included in these conversations to facilitate housing development for both their employees and the region's residents.

The LADWP also owns properties located along the main streets of Inyo County towns that could also be considered for sale. Practically all of these properties are zoned for commercial and mixed use development that allows for multi-family dwellings.

For the 2021 update a new site list has been developed. The parcels included on it (for very low to moderate income categories) are: located within fire districts; within or adjacent to water and sewer service districts; are outside of environmentally sensitive areas; and, they are vacant. County Assessor Parcel Maps were reviewed by County staff to determine the development potential of residential lots.

### **Analysis of Suitability - General: Physical and Environmental**

There are many physical and environmental attributes of land in Inyo County that can impede development. There are potential physical and environmental constraints to consider that can inhibit development on vacant and underutilized sites.

*Physical Attributes* – A majority of vacant parcels in Inyo County have development limitations based on their distance from existing infrastructure. Most of the undeveloped private land in the county is located in remote areas or rural communities that do not have water and sewer systems nor are they located within a local fire district.

*Vacancy Rates* – Inyo County's reliance on tourism for its economic foundation also plays a part in the lack of available land and/or properties for suitable housing. The County has a rather high vacancy rate (about 18%), which would intuitively equate to more available rentals or sales. This is not the case; however. Many of the County's vacancies are actually second/vacation homes. This keeps them both empty most of the time and off rental and/or sales market exacerbating the already constrained housing inventory. Allowing a higher intensity of uses on sites may increase their redevelopment potential and lower overall vacancy rates. Additionally, the County has considered exploring other strategies such as vacancy taxes.

*Infrastructure* – As previously mentioned, many communities in Inyo County are not served by water or sewer services primarily due to the expense of creating new systems to serve outlying rural areas with low populations. Program 5.3.1 seeks long term development of new systems for the outlying rural areas, but all above moderate and moderate income sites have water and sewer available through a community service district, other than sites indicated in the inventory as requiring well and septic. Sites 1, 2, and 3 in the inventory all have water and sewer access up to the street.





The data below summarizes total water and sewer and sewer access, as confirmed by the Big Pine Community Service District and the City of Bishop – ensuring there is adequate supply to meet the County’s RHNA.

Site 1 is served by the Big Pine Community Service District (BPCSD) and a contractor for the district confirmed that there is sufficient water and sewer capacity for 100 households, well over the expected capacity of 62-units. Sites 2 and 3 can be served by the City of Bishop. In discussions with the City of Bishop’s public works director, the County confirmed that there is sufficient sewer capacity at their Wastewater Treatment Plant (WWTP) for 1.6 million gallons per day (GPD), and only 600,00 GPD are currently being utilized. At a rate of 425 gallons per day per person, this leaves more than sufficient capacity for 2,300 households, well over the 125-units being attributed to the given sites. Total water capacity is 3 million gallons per day and on highest demand days, the provider produces about 2.3 million gallons. The remaining 700,000 gallons of available capacity and the Public Works Director estimated each household uses 687 gallons per day, ensuring available water capacity for more than 1,000 new units.

*Environmental Attributes* – Due to the remoteness and the long-term vacancies of undeveloped properties in Inyo County, there are many environmental attributes that affect developable areas. The presence of listed species is the most common. There are also wetlands, earthquake faults and some areas are also prone to avalanches. These physical attributes do not prohibit development but rather restrict development and increase development costs.

The County of Inyo does not have any Williamson Act properties but does have several large tracts of agricultural land. These lands were not considered for the land inventory identifying potential residential development.

## AFFIRMATIVELY FURTHERING FAIR HOUSING (AFFH)

### Introduction AFFH

Affirmatively furthering fair housing means “taking meaningful actions, in addition to combatting discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics.” These characteristics include, but are not limited to: race, religion, age, ancestry, sexual orientation, gender identity, marital status, national origin, color, familial status, or disability. Assembly Bill 686 (AB 686) caused AFFH to be included into California State Law. An assessment of AFFH must now be included in all Housing Elements.

The California Department of Housing and Community Development prepared the 2020 Impediments to Fair Housing Choice (AI) for regions in California. Inyo County is part of Region 8 – the Eastern Central California Region. It also includes: Alpine, Amador, Calaveras, Mariposa, Mono, and Tuolumne counties. Information in the AI has been used, in part, to help prepared this section of the 2021 Housing Element update.

Most of the counties in the Eastern Central Region had a low number of building permits occurring from 2013 to 2018 and Calaveras was the only county with a significant amount of units built that



count towards the very low and low income RHNA allocation. Inyo County had a total of 31 building permits occurring between 2013 and 2018. This is an average of about 6-units per year, illustrating the slow growth and development in Inyo County. There were no very low income units, 1-low income, 8-moderate and 22-above moderate. Only 14-percent of the Inyo County's RHNA was realized during this 5-year period, including in the above moderate category.

### **Fair Housing Enforcement and Outreach**

The Fair Housing Act prohibits discrimination in housing because of: Race; Color; National Origin; Religion; Sex; Familial Status; Disability or other protected characteristics. The eastern sierra, including Inyo County is served by one fair housing service provider, the Eastern Sierra Continuum of Care (CoC). It also serves Mono and Alpine Counties and all of the incorporated cities in the three counties. The CoCs mission is to end homelessness through street outreach and providing emergency shelters, transitional housing, permanent supportive housing, rapid rehousing and other assistance to homeless individuals and families. The CoC's partners include IMACA, Wild Iris, the Inyo County department of Health and Human Services, Mammoth Lakes Housing, Inyo-Mono Association for the Handicapped, the Mono County Dept. of Social Services, the Alpine County Dept. of Health and Human Services, and the Salvation Army. Current CoC programs include: Homeless Housing, Assistance and Prevention (HHAP) Program, a 1-time block grant providing local jurisdictions with funds to address homelessness challenges (CoC is also seeking HHAP funds to support new and expanded safe parking facilities, a new homeless navigation/crisis center, landlord incentives and new/expanded youth homeless service projects). These will primarily be located within or on the boundary of the City of Bishop, but will service all of Inyo County.

Additionally, as part of Program 3.1.4, the County is committing to coordinating with the Eastern Sierra Continuum of Care to identifying a safe parking site and developing a program that allows unhoused individuals living in their cars to have access to onsite restrooms and security.

Information on the AFFH Data Viewer indicates that no Equal Opportunity Fair Housing and (FHEO) cases have been filed in Inyo County as of 2020. The Department of Fair Employment and Housing (DFEH) also take complaints regarding employment and fair housing infractions. The annual reports prepared by DFEH for the years 2015-2019 showed there were no fair housing complaints filed in Inyo County, as well.

A comment was received during a public outreach meeting for the update, regarding fair housing complaints which pointed out that most people in the County probably do not know where to file a complaint or who to ask about access to fair housing. The County is currently in the process of working on establishing a housing specialist position for the County. A program is being added to the Update to include having this specialist's services include helping people submit fair housing complaints, as well as, providing housing information (Program 3.1.7).

### **Opportunity Mapping**

HCD together with the California Tax Credit Allocation Committee (TCAC) created the California Fair Housing Task Force to provide research, policy and other strategic recommendations to further assist public entities in California in affirmatively furthering fair housing. The Task force developed Opportunity Area Maps to examine and demonstrate how resources are geographically distributed.



The maps provide an illustrative summary of economic, environmental, and education resources available, and include a “filter” to identify areas with poverty and racial segregation based on the following criteria:

- Poverty: Tracts with at least 30 percent of population under federal poverty line
- Racial Segregation: Tracts with location quotient higher than 1.25 for Blacks, Hispanics, Asians, or all people of color in comparison to the County.

As the following table and map indicate, Block Groups 060270008003, 060270008004 and 060270001001 are low resource areas. Block Groups 060270008003 and 060270008004 include the town of Lone Pine. It is the second largest community in the County with approximately 1,800 people. The third Block Group is located outside of the City of Bishop to the north and east. People living in this Block Group are located on the west and south sides of it and have access to moderate, high and very high resource areas surrounding them. Most of this Block Group is unpopulated and located in the Inyo National Forest and Bureau of Land Management lands.

The County is adding a program to the 2021 Housing Element Update to research possible opportunities and potential funding sources to help develop infrastructure in the more remote locations in the County (also moderate and low opportunity areas) to help promote more housing development (Program 5.3.1). There is still very little in the way of growing employment opportunities in these areas, however, which causes a more limited need for housing and services.

**Table 29 - Inyo County Opportunity Areas by Block Group**

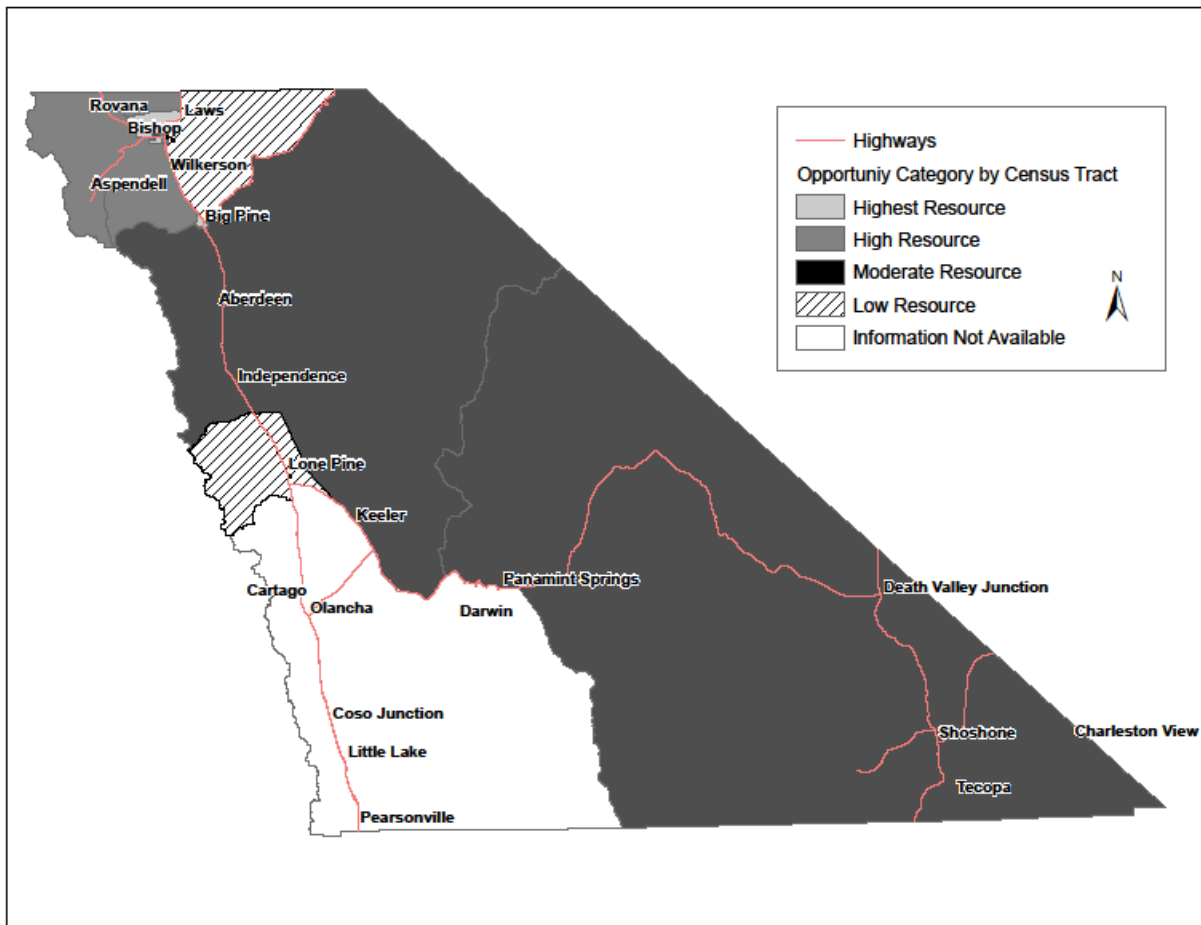


Block Group	Opportunity Category	Economic Score	Environmental Score	Education Score
060270001001	Low	0	78	21
060270001002	Highest	78	78	21
060270002001	High	64	64	7
060270002002	High	71	64	21
060270003001	High	92	50	21
060270003002	Highest	100	50	21
060270004001	Moderate	50	0	21
060270004002	High	86	0	21
060270004003	Moderate	57	0	21
060270004004	Low	36	0	21
060270005001	Moderate	14	92	85
060270005002	Highest	43	93	100
060270008001	Moderate	21	29	93
060270008002	N/A	N/A	N/A	N/A
060270008003	Low	29	29	0
060270008004	Low	7	29	14

Source - California Fair Housing Task Force map viewer 2021



### Opportunity Map



Source - California Fair Housing Task Force map viewer 2021

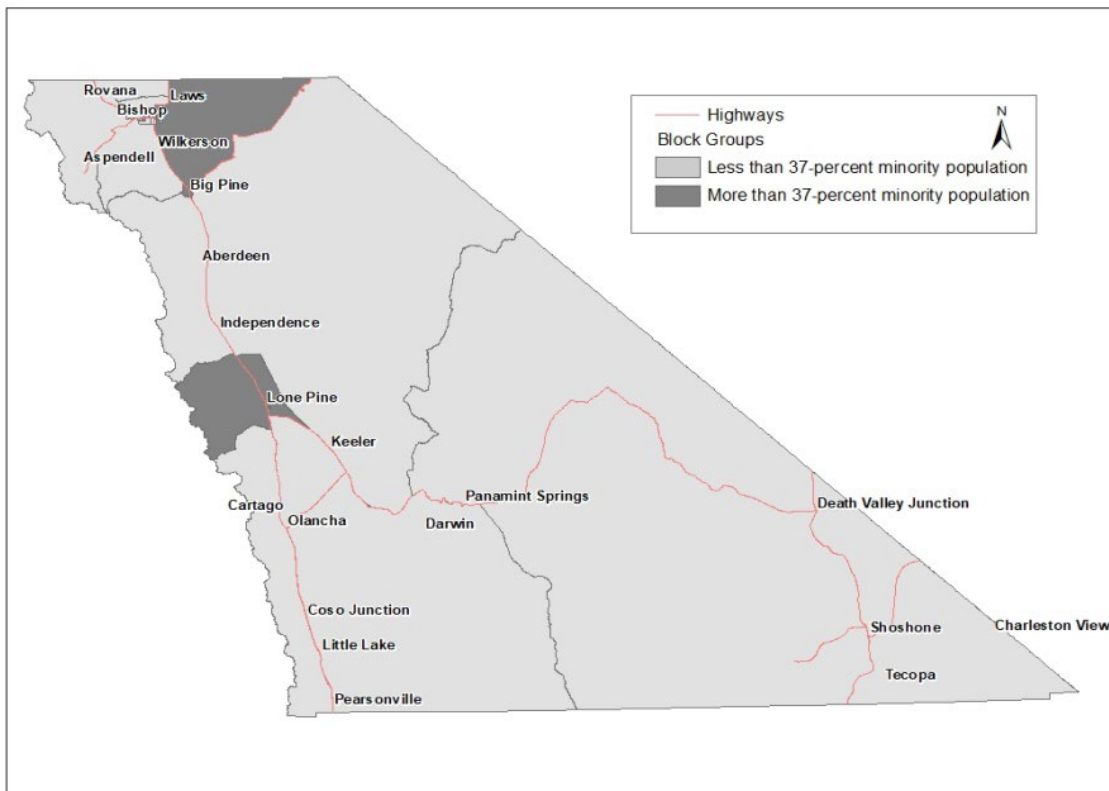
### Integration and Segregation

#### Race and Ethnicity

Because Inyo County’s towns are small and the geographies used to illustrate segregation are too large, it is difficult, at best, to determine whether there are pockets of concentrated protected classes in the County. The small town sizes most likely works to the benefit of better integration than is found in urban areas. For example, all children in a specific Inyo County town go to the same school. Everyone has access to the same stores, transit system, parks, medical facilities and etc. According the DFEH reports 2015-2019 there were no reports of civil rights infractions in Inyo County. Based on the County’s local knowledge, some of the towns located in remote areas do tend to have lower income residents than in the more populated area in the northern part of the County near the City of Bishop. People living in these remote areas must travel long distances to acquire goods and services, but even in these instances, everyone who lives in these communities face the same limitations.



The 2020 Regional Analysis of Impediments to Fair Housing Choice (2020 Regional AI) defined minority concentrations as a census block group with a proportion of minority households that is greater than the overall minority average of the total area (in this case Inyo County). In Inyo County the minority population represents 37-percent of the total population. This percentage does include the City of Bishop as it could not be subtracted out based on data available from the Census. The following Map shows that the highest concentration of minorities in Inyo County is found in the Lone Pine area Block Groups 060270008003 and 060270008004 Big Pine 060270005002, the area north and east of Bishop 060270001001 and Block Group 060270004001, which entirely covers the Bishop Paiute Reservation where the high minority percentage (91-percent) is by design. In total, there are 5 total Block Groups with high minority concentrations. It is of worthy of noting that the Big Pine Block Group 060270005002 is also a high opportunity area (see map below). There is also a concentration of minority population in the Lone Pine Block Groups. An Indian reservation is included in one of the Lone Pine Block Groups 060270004001, as well, but it is not all of it.



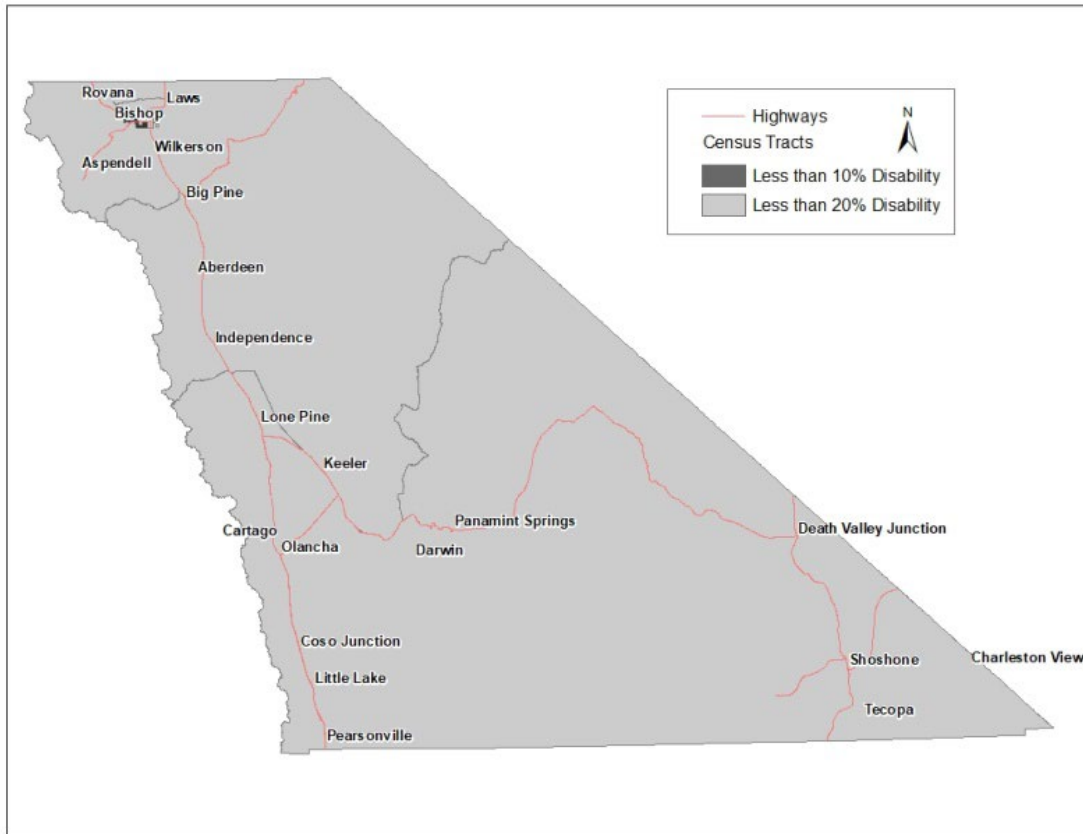
Source – ACS DP05-2019

### Disability

Census data captures disability characteristics as having: vision, hearing, ambulatory, cognitive, and independent living difficulties. As seen on the map below, in Inyo there are no Census Tracts with a disability percentage over 20-percent. The percentages of disabled people in the County are also very evenly distributed between Census Tracts showing no areas of concentration. The highest rate of disability by Census Tract is found in CT 4, CT 5 and CT 8 all with 16-percent; CT 1 is 15-percent;



CT 2 11-percent and CT 3 has 8-percent. This illustrates no areas of concentrated disability in the County. The overall disability rate in the County is 14-percent. This is somewhat higher than the State rate of about 11-percent. The County also has an older population, which likely influences the disability rate.



Source – ACS S1810-2019

*Familial Status*

As shown on the following Table 30, about 42-percent of households in Inyo County identify as married couple families. Census Tracts CT 1, CT 2 and CT 3 exceed this number with about 56, 58, and 73-percent respectively. CT 4 has the lowest percentage of married couple households with 25-percent. In the County, about 12-percent of households have children under 18-years. CT 3 has the highest percentage of households with children under 18 with 25-percent. Census Tract 4 has the lowest percentage of married couple households (25-percent) and the highest percentages of both female headed households and those with children under 18 (15-percent and 7-percent respectively). Non-family households exceed the percentage of married couple households in CT 1, CT 4, CT 5 and CT 8. CT 4 has the highest percentage of non-family households at 56-percent. It also has the highest percentage of householders living alone at 52-percent. Householders living alone that are also over 65-years are fairly evenly distributed from 13-20-percent, except in CT 2 where it is 9-percent. Overall, the County has a 45-percent of householders living alone and 20-percent are over 65-years. This is another example of the aging population trend in Inyo County. Female



Householders with children under 18-years do not represent a large proportion of Inyo County Households and they are fairly evenly distributed. Census Tracts 4 and 8 have the highest percentages (6.8 and 6.7 respectively).

**Table 30 – Familial Status**

	Inyo County	CT 1	CT 2	CT 3	CT 4	CT 5	CT 8
Total Households	7,950	1,177	703	973	2,601	1,076	1,420
Number Married Couple Households (HH)	3,307	660	406	709	655	336	541
Pct. Married Couple	41.6	56.1	57.8	72.9	25.2	31.2	38.1
Households with Children under 18	988	189	88	241	497	142	239
Pct. HH with Children under 18	12.4	16.1	12.5	24.8	19.1	13.2	16.8
Number Female Householder no spouse present	779	124	39	39	386	82	109
Pct. HH Female Householder no spouse present	9.8	10.5	5.5	4.0	14.8	7.6	7.7
Number Female Householder no spouse present with Children under 18	315	0	11	19	178	12	95
Pct. HH Female Householder no spouse present with Children under 18	4.0	0.0	1.6	2.0	6.8	1.1	6.7
Number Non-Family Household	3,654	368	247	214	1,464	598	763
Pct. HH Non-Family Hous	46.0	31.3	35.1	22.0	56.3	55.6	53.7
Pct. Housholder Living Alone	45.0	29.9	22.8	20.0	52.0	44.0	45.0
Pct. Householder Living Alone Over 65	20.0	14.0	9.0	13.0	16.0	20.0	20.0

Source – ACS S1101-2019

### Poverty Status

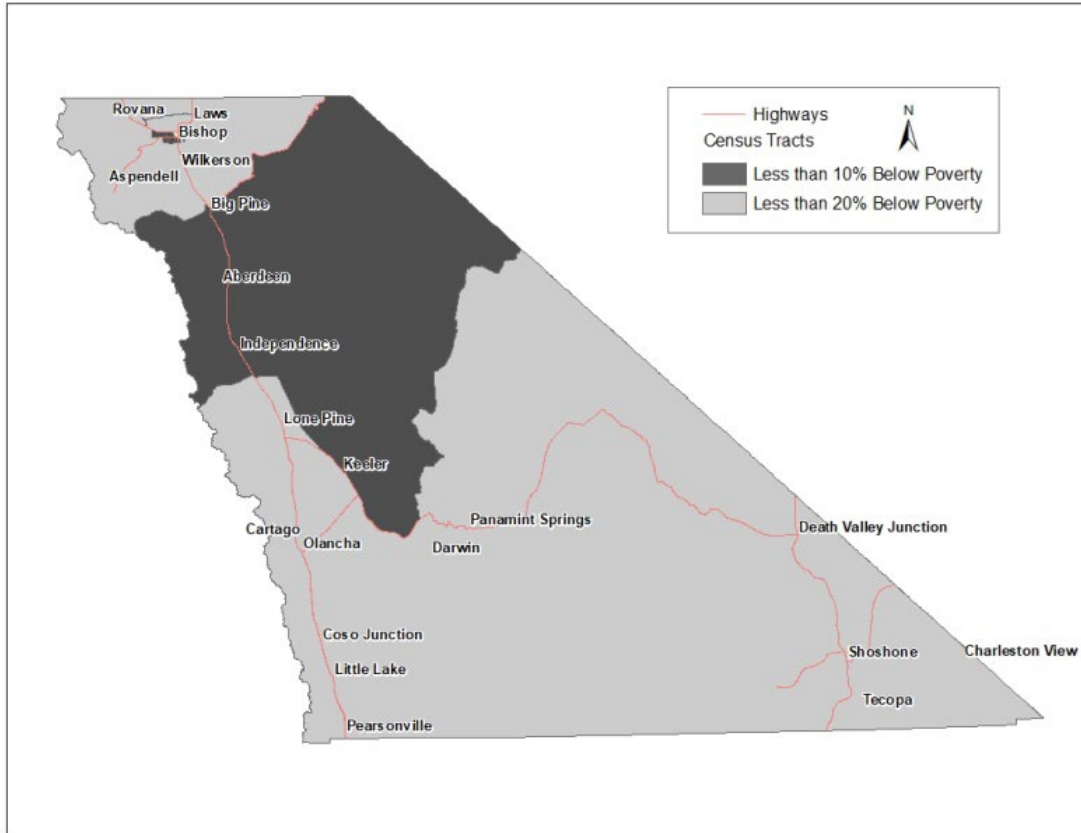
Inyo County as a whole has a 9.3-percent poverty rate, or 1,635 people who are identified as living under the poverty level. This number is dispersed across the County fairly evenly with one Census Tract (CT 3) with a much lower rate than the rest with 3.6-percent. Census Tract 8 has the highest poverty rate of 14.5-percent. None of the CTs are over 30-percent, which is the metric of significance in the opportunity mapping conducted by California Fair Housing Task Force.

**Table 31 – Poverty Status**

	Inyo County	CT 1	CT 2	CT 3	CT 4	CT 5	CT 8
Total Population for Whom Poverty Status is determined	17,562	2,709	1,693	2,541	5,395	2,215	3,009
Number below Poverty Level	1,635	277	185	92	459	187	435
Pct. Below Poverty Level	9.3	10.2	10.9	3.6	8.5	8.4	14.5

Source – ACS S1701-2019





Source – ACS S1701-2019

### *Racially Concentrated Areas of Affluence*

Another indicator used help evaluate fair housing choice is Racially Concentrated Areas of Affluence (RCAAs). These are broadly defined by HUD as affluent white communities. No formal definition for RCAA has been offered by HCD or HUD, though. HCD has suggested that they can be determined by identifying census tracts with a white population over 40-percent, and high median income levels. Inyo County overall has a 62-percent White population. There is not a single Census Tract with a White population under 40-percent. Census Tract 3 has the highest White population with 87-percent and CT 4 has the lowest with 50-percent, showing some varying range, but no concentration in specific areas. The County’s median household income is \$57,316. This is lower than the State median household income of \$75,235. There are, however, two Census Tracts that are over the County and State median incomes at \$86,875 (CT2) and \$96,036 (CT3). Based on HCD’s - Inyo County-State Income Limits by Household Size (2020) the County’s median income as a whole and by Census Tract fall roughly fall into the Low – Moderate income categories.

### *Racially/ ethnically concentrated areas of poverty*

The Housing and Urban Development Department (HUD) Racially and Ethnically Concentrated Areas of Poverty (RECAPs) illustrate the cross sections of poverty and segregation found within a community. These areas are common throughout California; however, the Eastern Central Region



does not have any RECAP areas according to the current data used to identify them. This means that there are not intersections of concentrated poverty and race/ethnicity classified in Inyo County based on the RECAP data. To further explore this, the CoC developed a tool called the Racial Equity Tool. It includes homelessness and poverty counts by race in the CoC area (Inyo, Mono and Alpine counties) and for California as a whole. This Tool is was developed to help analyze potential racial disparities among people experiencing homelessness. Using the data gathered from the CoC Point-In-Time Count, and American Community Survey data, racial equity data was created for the CoC Counties (Alpine, Inyo and Mono).

The data summarized on Table 32 indicates that the CoC study area has an overall lower rate of poverty, and substantially lower rate of homelessness, than California as a whole. The CoC has a slightly higher rate of poverty for black residents (24.8%) than the State overall (22.2%), but a lower rate of homelessness than for all races evaluated.

**Table 32 – Racial Equity in Continuum of Care Counties**

State of California and CoC Counties (Alpine, Inyo Mono) - Race Equity Comparison						
	Total Population		Population living below poverty rate		Homeless Population	
	CA	CoC	CA	CoC	CA	CoC
Total Pop.	33,982,847	33,457	5,773,408	3,419	151,378	214
Total Pct.	100%	100%	17%	10.20%	4.70%	0.64%
White Tot.	23,607,242	27,498	3,183,011	2,623	92,164	195
White Pct.	61%	82%	13%	9.50%	3.90%	0.004%
Black Tot.	2,263,222	266	502,610	66	44,086	0
Black Pct.	6%	1%	22.20%	24.80%	0.019%	0
Native Tot.	292,018	2,730	62,078	462	6,797	19
Native Pct.	1%	8%	21.20%	16.90%	2.30%	0.7%
Asian Tot.	5,655,699	602	629,262	125	4,783	0
Asian Pct.	15%	2%	23.70%	21%	0.8%	0
Other Tot.	7,164,666	2,360	1,396,447	143	13,448	0
Other Pct.	18%	7%	19.5	6%	0.19%	0

Source – CoC Racial Equity Tool

This of course does not mean that there are no areas with some concentrations of race/ethnicity and poverty in the County, even though they do not rise to the levels usually found in more populated urban and suburban areas. CT 8 has the highest levels of minority population, female householders with no spouse present and children under 18, persons with disabilities and persons living in poverty. A program has been included to focus efforts on housing opportunities for extremely low income groups, in general, and with a special focus on CT 8, especially the area including Lone Pine (Program 7.1.1).



## Access to opportunity

Residents in the remote areas of the County have less access to opportunity than those living in the more populated areas. Towns located in the south and east parts of the County range from around 230 to 7 people. Some of these communities require long distance travel to employment, schools, medical facilities, stores and etc.

### *Education*

Inyo County has six public school districts. These are Bishop Unified, Big Pine, Death Valley, Lone Pine, Owens Valley and Round Valley. Between these Districts there are 17 schools. Several of these schools operate from the same campus. For example, an elementary, middle and high school are all located on a single site in Shoshone. Inyo County's public schools are located in CT 2, 3, 4, 5 and 8. There are also various private schools and preschools scatter throughout the County. A Community College (a branch of the Cerro Coso system) is located in the Bishop area in CT2. Between 2015 and 2020 all of the County's School Districts, except Owens Valley (in CT5) had Title I eligible schools. The other school District in CT5 was Title 1 eligible. A Title I eligible school is one in which the percentage of children from low-income families is at least 35 percent of the children from low-income families, served by the Local Education Agencies. This data is consistent with the County's overall poverty data and does not show concentrations of schools with children in poverty in specific areas. They tend to be spread over the County fairly evenly.

The High school graduation rate in Inyo County is 85.2%. This is only slightly less than the State rate of 87.6%. It is impossible to get these rates by district as many of the County's high schools are very small in population and graduate less than 10 students per year. The State Office of Education does not release data for less than 10 graduating students due to privacy issues.

### *Employment*

According to the 2019 ACS data, there are 8,579 people 16-years and over that are in the civilian labor force. Of these, 8,229 were employed. This represents 96% of the civilian labor force, leaving about a 4-percent unemployment rate. The poverty rate for employed people in the County is 5.4-percent and for unemployed it is 36.9-percent. Table 33 shows these same characteristics by Census Tract.

**Table 33 – Employment Status**

	Inyo County	CT 1	CT 2	CT 3	CT 4	CT 5	CT 8
Total Population for Whom Poverty is Determined	17,562	2,709	1,693	2,541	5,395	2,215	3,009
Civilian labor force 16 years and over	8,579	1,233	891	1,136	2,794	1,082	1,443
Percent Total Pop for Whom Pov is Determined in Civilian Labor Force 16-Years and Over	48.8%	45.5%	52.6%	44.7%	51.8%	48.8%	48.0%
Number Civilian labor force 16 Years and Over Employed	8,229	1,171	860	1,118	2,644	1,055	1,381
Pct. Civilian labor force 16 Years and Over Employed	95.9%	95.0%	96.5%	98.4%	94.6%	97.5%	95.7%
Number Civilian labor force 16 Years and Over Unemployed	350	62	31	18	150	27	62
Pct. Civilian labor force 16 Years and Over Unemployed	4.1%	5.3%	3.6%	1.6%	5.4%	2.5%	4.3%
Pct. Living in Poverty of Civilian labor force 16 Years and Over Employed	5.4%	4.7%	4.0%	5.1%	4.9%	9.6%	5.1%
Pct. Living in Poverty of Civilian labor force 16 Years and Over Unemployed	36.9%	64.5%	N/A	55.6%	26.7%	3.7%	61.3%

Source – ACS S1701-2019

Only CT 5 shows a poverty rate of employed people (9.6-percent) that is (slightly) higher than the County's overall poverty rate of (9.3-percent). It also has the second highest percentage of employed people and lowest percentage people who are unemployed in poverty. The rest of the Census Tracts have rates of working poor (those employed and living in poverty) that are quite a bit lower than the County's poverty rate. This is a good sign that the rate of working poor in the County is not especially high.

As illustrated on Table 34, the County also does not show a lot of disparity by race/ethnicity in its unemployment numbers. Native Americans have the highest unemployment rate in the County at 8.7-percent followed by Hispanic or Latinos at 6.2-percent. These are not especially large numbers and are lower than the overall County percentage. The County has added a program (Program 7.3) to update its General Plan policies to ensure all Environmental Justice requirements are met, per State law.

**Table 34 - Percent Unemployed by Race/Ethnicity**

	Inyo County
Percent Unemployed	4.1%
White	2.8%
Black or African American alone	5.1%
American Indian and Alaska Native alone	8.7%
Asian alone	1.9%
Native Hawaiian and Other Pacific Islander alone	0.0%
Some other race alone	1.1%
Two or more races	2.4%
Hispanic or Latino origin (of any race)	6.2%



### *Transportation*

Transportation is an important factor in the ability of a person to access opportunity. Inyo County's low population and huge land area make access to jobs, schools, goods and services much more difficult than in urban and suburban areas. There is one transit service provider in the County (Eastern Sierra Transit) and it does not service all of the small towns in the County. The southwest part of the County has no transit service and southeast has one bus a week that takes people from Tecopa to Pahrump Nevada. The City of Bishop and closely surrounding area has more local service provision than the rest of the County. There are two buses that go from Bishop to Lone Pine and back twice a day.

All Transit provides and evaluates metrics that reveal the social and economic impacts of transit, specifically by looking at connectivity, access to jobs, and frequency of service. According to All Transit, and not surprisingly, Inyo County has a very low ranking of 0.4. This indicates a low combination of trips per week and a low number of jobs accessible by transit resulting in a low number of people who take transit to work. This is, again, a symptom of the geography and land use patterns in the County.

The area around Bishop has much more transit service opportunity than the rest of the County. It is also the area with high and very high opportunity areas, as well as the greatest need for housing opportunities. Program 2.1.7 has been added to address disparity in transportation services by having the regional housing working group (Program 2.1.6) along with its review and evaluation of housing needs at the regional level will also look at issues, policies and programs to address gaps in transportation that might be contributing to fair access to jobs and services in relation to housing opportunities. This will include, but not be limited to: working with regional employers on ride share, van pool and transit voucher programs for their employees to better attain access to jobs in the Bishop area. The County's General Plan also already includes policies to address public transit for special needs populations, including PT 1.3, which speaks to accessibility. PT 1.3 states: Support and promote accessibility in public transportation to the maximum extent practicable, including continued support of special service vans that provide a high level of service to low mobility groups.

To meet the needs of lower income households who may not be able to afford a car, the county will complete a carshare pilot program within three years of certification, as described in Program 2.1.7. The purpose of this program is to establish methods to share transportation costs, carpool as needed to the largest regional employers, and manage recent large rises in energy prices.

### *Environmental*

The California Office of Environmental Health Hazard Assessment (OEHHA) assesses health risks caused by environmental contaminants. To help identify areas that are disproportionately burdened by pollution, OEHHA developed the California Communities Environmental Health Screening Tool (CalEnviroScreen). The OEHHA assessment for Inyo County's six Census Tracts can be seen on Table 35. A higher score reflects a higher burden. The results for each indicator range from 0-100 and represent the percentile ranking of the census tracts compared to other census tracts throughout the State. Census Tracts 5 and 8 have the highest percentile ranking in the County. These rankings are, however, low-moderate at 40 and 47 respectively. They both have high solid



waste effects (CT 5 is high and CT 8 is very high) and both have County landfills within their boundaries. Census Tracts 5 and 8 have the highest percentile of population characteristics.

The Cal Enviro Screen Tool also provides information on Disadvantaged Communities. Inyo County has no disadvantaged communities. The County does, however, have existing policies in its General Plan that directly relate to Environmental Justice issues, these include:

- RH 1.2 - Encourage reduction of vehicle miles traveled to promote energy conservation and reduce air pollution.  
The County is also in the process of conducting a Vehicle Miles Traveled (VMT) study.
- WR 1.4 - Continue the review of development proposals and existing uses pursuant to the requirements of the Clean Water Act, LRWQCB, and local ordinances to reduce polluted runoff from entering surface waters.
- AQ 1.1 - Work with the LADWP and the GBUAPCD to reduce wind-raised dust from Owens Lake.
- AQ 1.3 - Work with the GBUAPCD to develop programs and project review requirements that will reduce air pollution generation, especially PM10.

The County has two Board of Supervisors' members who sit on the Great Basin Unified Air Pollution Control District (GBUAPCD) Board to ensure the County's concerns and ideas are heard in policy development and implementation programs.

- AQ 1.2 - The County shall require large development projects (hospitals, schools, high-occupancy public facilities, and industrial/commercial facilities over 20,000 square feet) to mitigate air quality impacts. Mitigations may include, but is not limited to the following: providing bicycle access and parking facilities, provide preferential parking for high-occupancy vehicles and car pools, and establishing telecommuting programs or satellite work centers.
- LU 2.16 - The County may permit the siting of churches, schools, child care, social institutions, cultural institutions and/or activities, parks and recreation facilities, greenbelts, and similar public facilities within a residentially designated area. The County may permit the siting of public facilities and utility system components in lands designated as NR. These uses are allowed so long as these uses are designed and operated in a manner that does not adversely impact the residential areas.
- PSU 2.2 - The County shall require that new development pays its fair share of the cost of developing new facilities and services and upgrading existing public facilities and services. Exceptions may be made when new development generates significant public benefits (e.g., low income housing) or when alternative sources of funding can be identified to offset foregone revenues.
- GOV 2.1 - Continue Participation on Collaborative Planning Efforts. The County shall continue its participation in collaborative planning efforts and work to expand participation to all affected government agencies.
- GOV 2.2 - Public Participation The County shall work with federal and state agencies, local districts, utilities (e.g., LADWP), and Native American tribes to ensure that the County and the public are involved early in any planning process and that routine feedback and public input is requested.



In addition to the programs already included in the County’s General Plan that address environmental justice, the County will add an Environmental Justice Element to its General Plan (Program 7.3).

**Table 35 – Environmental Factors**

	CT 1	CT 2	CT 3	CT 4	CT 5	CT 8
<b>Overall Percentiles</b>						
CalEnvrioScreen 4.0 Percentile	8	19	14	37	40	47
Pollution Burden Percentile	0	17	2	14	21	70
Population Characteristics Percentile	40	24	43	59	54	33

*Source – Cal EnviroScreen 2021*

**Disproportionate Housing Needs**

‘Disproportionate housing needs’ as defined by (24 C.F.R §5.152) are: ‘significant disparities in the proportion of members of a protected class experiencing a category of housing needs when compared to the proportion of a member of any other relevant groups or the total population experiencing the category of housing need in the applicable geographic area.’ The determination of disproportionate need accounts for housing cost burden (payments exceeding 30% of gross income) and severe burden (payments exceeding 50-percent of gross income), overcrowding (housing with more than 1 person per room), and substandard housing (lacking complete kitchen or bathroom facilities), are shown on Table 36 – note that data showing payments exceeding 50-percent of gross income are unavailable.



Table 36 –Disproportionate Housing Needs

	Inyo County	CT 1	CT 2	CT 3	CT 4	CT 5	CT 8
<b>Housing Factor</b>							
Occupants per Room							
Occupied Housing Units	7,950	1,177	703	973	2,601	1,076	1,420
1.00 or fewer occupants	4,452	1,116	699	966	2,583	1,074	1,314
Pct. 1 or fewer	97.5%	94.8%	99.4%	99.3%	99.3%	99.8%	92.5%
1.01 or more occupants	177	50	4	7	13	2	101
Pct. 1.01 - 1.51	2.2%	4.2%	0.6%	0.7%	0.5%	0.2%	7.1%
1.51 or more	21	11	0	0	5	0	5
Pct 1.51 or more	0.3%	0.9%	0.0%	0.0%	0.2%	0.0%	0.4%
<b>Gross Rent as a Percentage of Household Income</b>							
<i>All Occupied Units Paying Rent</i>	2,428	102	151	N/A	1,391	271	490
Less than 30% of Gross Income	56.6%	88.2%	65.6%	N/A	51.5%	68.3%	58.2%
More than 30% of Gross Income	43.4%	11.8%	34.4%	N/A	48.5%	31.7%	41.8%
<b>Substandard Conditions</b>							
Occupied Housing Units	7,950	1,177	703	973	2,601	1,076	1,420
Lacking Complete Plumbing	48	0	0	0	0	0	48
Pct. Lacking Complete Plumbing	0.6%	0.0%	0.0%	0.0%	0.0%	0.0%	3.4%
Lacking Complete Kitchen	114	0	0	0	63	2	49
Pct. Lacking Complete Kitchen	1.4%	0.0%	0.0%	0.0%	2.4%	0.2%	3.5%
No Telephone Service	92	9	5	0	20	3	55
Pct. No Telephone Service	1.2%	0.1%	3.3%	0.0%	0.8%	0.3%	3.9%

Source – ACS S1701-2019

Inyo County and its associated Census Tracts do not have significant numbers of overcrowding or substandard conditions. The County as a whole, however, does show that 43.4-percent of occupied rental units have renters who are cost burdened. Census Tract 4 has the highest percentage of renters who are cost burdened at 48-percent this is the CT that primarily represents the City of Bishop and it is subject to the City’s jurisdiction and Housing Element. Census Tract 8 has 41.8-percent of renters that are cost burdened. Programs 2.1.4, 3.1.2, 3.2.2, 3.2.3 and 3.2.4 are included to help in the provision of high density housing, ADU/JADU development, more rental opportunity in single family homes and opening up commercially zoned property to more multi-family housing, which is intended to promote higher density housing and more rentals in the County.

Other factors contributing to disproportionate housing needs are elderly residents who are commonly on fixed incomes. As can be seen on Table 30, age is a factor in Inyo County where 20-percent of Households have a householder who is 65-years or older. Census Tracts 5 and 8 both also show that 20-percent of households have a householder 65-years or older. The County shall explore the issues facing its seniors and their housing needs. The housing stakeholder group established during the housing element update will continue to meet to further define housing issues in the county including senior and employee housing. This work will include identifying and applying for grants to provide affordable and special needs housing (Program 7.2.1).





## Displacement Risk

The level of displacement risk faced by Inyo County residents is difficult to assess primarily due to geography and land use patterns. There are definite concerns about availability of housing, rental costs and an aging population, though. During the several public meetings held for the housing element, lack of housing, lack of land to build housing and lack of rentals and rental costs were expressed repeatedly. There are also concerns related to the increase of second home ownership in the County. The high costs and lack of available land has been and can continue to drive prices up that could result in people leaving the County. Census Tract 8 has the highest proportion of renters paying over 30-percent of their income to rent at 41.8-percent and CT 2 is the next highest with 34.4-percent.

Displacement among seniors is especially pervasive in California. The County will also implement Program 3.1.2 to create a promotional brochure for ADUs that will focus on their value to households with seniors as a way to facilitate aging in place and collecting a second rent to offset housing costs. This brochure will advertise the various sources of funding, including a CalHFA program that offers \$25,000 for lower income homeowners to fund preconstruction costs for ADUs as well as a County program with funds available for rehabilitation loans. Program 3.1.2 also includes the County making a determination about Accessory Commercial Units (ACUs) within two years of certification. These ACUs can offer light commercial uses, including grocery stores, childcare centers, and coffeeshops. The County will ensure that if ACU's are added as a permitted use, the development standards will intensify to ensure no loss of housing capacity. Having these options in residential neighborhoods can also help to reduce Vehicle Miles Traveled (VMT) and help homeowners offset housing costs and fund rehabilitation.

## Summary of Fair Housing Issues and Programs

1. Inyo County does not currently have a person dedicated to helping people with fair housing complaints and working to help fill the housing needs of its citizens.

*The County is currently in the process of developing a housing specialist position for the County. This specialist's services will include taking fair housing complaints, as well as, providing information and support for affordable housing, as well as, other services as appropriate. (Program 3.1.7).*

2. There are extremely low income people scattered throughout the county. Census Tract 8, however, does show some concentration of poverty, disability, female householders with children under 18 and householders 65-years and older.

*Efforts to provide housing opportunities for the extremely low income group and special needs populations will include an additional focus on CT 8, especially in the Lone Pine and Tecopa areas (Program 7.1.1).*

3. Factors contributing to disproportionate housing needs are elderly residents who are commonly on fixed incomes. Inyo County overall has 20-percent of Households with a householder who is 65-years or older. Census Tracts 5 and 8 on their own also show that 20-percent of households have a householder 65-years or older.



*The housing stakeholder group established during the housing element update will continue to meet to further define housing issues in the county including senior housing. This work will include identifying and applying for grants to provide affordable and special needs housing including senior housing (Program 7.2.1).*

4. Census Tract 8 has the highest percentages of people identified, by the metrics analyzed in this assessment, as disproportionately disadvantaged when compared to the remaining 5 Census Tracts in Inyo County. Census Tract 8 also includes two of the Block Groups that are identified as low resource in the County. Census Tract 1 is also identified as low resource, but based on the other evaluations at a finer scale, this is inconsistent. The geography of CT1 is more likely the culprit to its low resource score. The population lives on south and west sides of CT1. The rest of the Tract is in the Inyo Nation Forest and BLM lands that are vacant. The people who live in CT 1 use the resources found in the Bordering Census Tracts that are High and Moderate Resource areas. This leaves CT 8 as the Tract with the highest displacement risk.

*A program has been included in the Housing Element to direct special focus to CT 8 when pursuing affordable housing grants and fair housing support opportunities (Program 7.1.1).*

5. High cost burdens on renters is found within all of the County's Census Tracts, except CT 1. All but CT 1 have over 30-percent of renters cost burdened. In contrast, CT 1 is roughly 12-percent. The distribution of this is fairly even 31.7-percent to 41.8-percent across the other five CTs. This excludes CT 4, which is primarily influenced by the City of Bishop. It is 48.5-percent, but would fall under the City's jurisdiction and Housing Element programs.

*(Programs 1.1.1, 2.1.3, 2.1.4, 3.1.1, 3.1.2, 3.2.2, 3.2.3, 3.2.4, and 5.3.1 address affordable housing, including rental housing).*

### **Analysis of Realistic Capacity**

The County's RHNA suitable sites as a product of the analysis realistic capacity (see below) are enough to meet the County's allocation of 23-units for Extremely Low 23-units, Very-Low, 23-units for Low and 39-units for Moderate income residents. In an effort to help achieve the goal of providing affordable housing for extremely low income and special needs residents, the County has developed several programs to address these issues, please see programs section.

The Residential Site Inventory, based on the state's selection criteria only evaluates those lands that are between 2 and 10-acres, are sufficiently served by existing infrastructure, can be easily connected to sewer and water systems, or have the required area for individual water wells and septic systems and have access to phone and internet services. Since Inyo County has no privately owned vacant land that meets this criteria, sites owned by the City of Los Angeles and the County were used for the extremely low, very low, low and moderate income sites. The capacity calculations used to identify sites for extremely low, very low, low and moderate income housing were conducted per Government Code 65583.2(c)(2). The 20-unit per acre, based on the County being listed as a non-metropolitan county, was used along with an 80% reduction of total capacity to achieve *realistic capacity*. It should also be noted that since Inyo County also has no parcels that meet the site criteria, provided by statute that are zoned for high density residential development, anywhere near infrastructure and services, Sites 2 and 3 will be required to be re-zoned so the County can meet the



overall capacity requirements. Program 2.1.3 is included to ensure that Sites 2 and 3 are re-zoned within 2-years of the Housing Element adoption. These parcels are currently part of a vacant land study and re-zone analysis being conducted by the County through an SB2 grant.

To address any possible shortfall and further streamline housing development, the County will ensure by-right rezoning requirement in accordance with state housing law. In the event that Sites 1 and 3 are not made available by DWP, the County will ensure that rezoned sites also adhere to the by right zoning requirements outlined in Government Code 65583.2, subdivisions (h) and (i). These rules will, among other things, ensure that sites will allow 100 percent residential and any mixed use project includes at least 50-percent residential as well. This action will be completed simultaneously with the actions outlined in Program 2.1.3 to rezone and change the general plan designation for Sites 1 and 3.

Through this Housing Element, the County is taking several concrete actions that increase the probability for housing development on sites. These programs include, Program 7.1.1, that reduces many development standards including front and rear setbacks, as well as Program 3.2.3. which commits the County to allowing mixed use and multifamily housing as a by right permitted use in the CB zone.

The County also plans to distribute a survey to property owners outlining the updated development standards by December 2024. This will help to ensure the County is in dialogue with these property owners and can help facilitate development.

### **Sites Suitable for Extremely Low, Very Low, Low and Moderate Income Units**

Inyo County's RHNA allocation for very-low (includes extremely low), low and moderate-income units is 125, with no carry over units from 2014. For all of the sites listed below, the County has confirmed that there is water and sewer access up to the street. Additionally, Program 2.1.3 will ensure that there is by-right zoning for all of these sites in accordance with Government Code 65583.2 by April 2023. The County has identified 3-sites (see Appendix C for maps) that can accommodate the allocations, these include:

**Site 1 – Bartell Street/Big Pine** – This is an approximate 3-acre parcel that is located in the community of Big Pine. The General Plan designation of this parcel is Residential High Density that allows up to 24-dwelling units per acre, meeting the 20-unit/per acre site selection requirement for non-metropolitan counties. This parcel is zoned Multi-family Residential, 3 units and above (R3). For the purposes of meeting the County's lower-income RHNA, the County will assume a realistic capacity of 80% of the 24-dwelling unit per acre maximum for a total of 61 dwelling units/. The County will plan to pursue a 100% affordable site and therefore expects all units to be affordable to lower income households. This site is in an area that is identified as a High Resource area.

Adequate sewer and water is available through the Big Pine Community Service District to this parcel and the infrastructure for it is available to the site. It is also located in a local fire district and has readily available phone and internet service. It is currently owned by the City of Los Angeles. There are no current plans to sell the property within the planning period and the County will continue to try to work with DWP on land releases and more specifically to this site.



Additionally, Program 3.1.1 includes that the County will identify alternate sites in the event that DWP is unwilling to release this site for sale or develop them for affordable housing. Since the county code includes that multi-family residential development of more than 15-units per acre, in the R3 zone, requires a Conditional Use Permit and this can be considered a constraint, a program (Program 2.1.4) is being added to remove this requirement by April 2023 to ensure consistency with the by right zoning requirements in Government Code 65583.

**Site 2 – Jay Street/Bishop** – This parcel is close to 6-acres and has a General Plan Designation of Public Facilities and a zoning designation of Public. This parcel is currently undergoing CEQA review for a General Plan designation change to Central Business District and zoning to Central Business (CB), which meets the 20 dwelling unit per-acre requirement for a non-metropolitan county. The County’s CB zone allows for mixed use commercial/residential outright as well as multi-family with a CUP. Since requiring a CUP can be considered a constraint a program (Program 3.2.3) has been included for the County to move forward with allowing for multi-family outright in the CB zone. The 20-unit per acre calculation also had an 80% reduction to achieve a realistic capacity number of 91-units. These units can be a mix of (extremely low, very-low, low and moderate-income households) and are allocated by income with 54 lower income units and 8 moderate. This site is in an area that is identified as a High Resource area.

Adequate sewer and water is available to this parcel from the City of Bishop, although it will require either a boundary adjustment or out of area service contract through the Local Agency Formation Commission (LAFCo). The site is located in a local fire district and has available phone and internet service. It is currently owned by the County. This parcel is considered a good candidate for a mixed commercial/mixed income residential project.

**Site 3 – East South Street/Bishop** – This parcel is over 5-acres and has a General Plan designation of Retail Commercial and a Zoning designation of One-Family Residential. This parcel is currently undergoing CEQA review for a General Plan designation change to Residential High Density and zoning to Multi-family Residential, 3 units and above (R3), which meets the 20 dwelling unit per-acre requirement for a non-metropolitan county. The General Plan designation will be updated to match the zone’s density by June 2023. Since the County code includes that multi-family residential development of more than 15-units per acre, in the R3 zone, requires a conditional use permit, the same program to eliminate this requirement as in Site 1 (Program 2.1.4) affects this parcel. These units can be a mix of (extremely low, very-low, low and moderate-income households) and are allocated by income with 43 lower income units and 20 moderate. This site is in an area that is identified as a High Resource area. Adequate sewer and water is available to this parcel from the City of Bishop, although it will require either a boundary adjustment or out of area service contract through the Local Agency Formation Commission (LAFCo). The site is located in a local fire district and has available phone and internet service. It is currently owned by the City of Los Angeles; there are no current plans to sell the property within the planning period. A program to require the zone and General Plan designation change within 2-years of adoption of the housing element is included under 2.1.3.

Program 3.1.1 includes that the County will identify alternate sites in the event that DWP is unwilling to release this site for sale or develop them for affordable housing. Since the county code includes that multi-family residential development of more than 15-units per acre, in the R3 zone, requires a Conditional Use Permit and this can be considered a constraint, a program (Program



2.1.4) is being added to remove this requirement by December 2024 to ensure consistency with the by right zoning requirements in Government Code 65583.

### **Property Owner Survey**

To increase the feasibility of housing development for sites in the inventory, the County will reach out to the property owners of each parcel with (1) a brochure outlining new development standards as well as (2) a survey to gauge the property owners' interest in redevelopment by December 2024. As part of Program 3.2.1.

### **Sites Suitable for Above Moderate Income**

The County identified 58 infill parcels that can accommodate the 80 above moderate income dwelling units identified in the RHNA. All of these parcels are located within a local fire district boundary so they can be subdivided where appropriate. These parcels are also either located within or adjacent to a water and sewer service provider, or they are over .5-acres as recommended for septic systems.

Communities in the more remote areas of the county such as Keeler, Darwin, Cartago, Olancho, Tecopa, Shoshone, Sandy Valley, and Charleston View, include vacant parcels with residential zoning. Since limited development of residential units in these areas can be anticipated, they are not included in the land inventory. These areas do; however, provide for additional residential development opportunities throughout the planning period including for affordable housing.

Accessory Dwelling Units are also a realistic means to provide more housing opportunities in Inyo County. Permits are being applied for more frequently for ADUs in the County and the County has updated its code to reflect all current State regulations regarding ADUs. Although not counted towards the site inventory, they will most likely add to it during the 6<sup>th</sup> Housing Element Cycle. The County is also committing to advertising the value of ADUs and JADUs to homeowners through Program 7.1.1 and the development of certain promotional brochures. The County will highlight the relatively cheap cost of second units through garage conversions and target senior households to share the value of these for aging in place. In addition to highlighting the \$25,000 CalHFA ADU grant program, the County's housing rehabilitation loan program is also applying for additional HCD grant money to fund the program. This money will be distributed during the planning period for loans to at least 15-ADUs or rehabilitation projects, equaling about 3 per year for the Housing Element Planning period.

### **County Owned Sites**

The County owns 66 parcels throughout the County with existing administrative buildings and road yards. Of the 66-parcels, 32 are located in the Owens Valley.

All but 3 of the Owens Valley parcels are currently built on for various County offices, roads yards, libraries, parks -etc. The 3 vacant parcels are located in Bishop and Big Pine. The Bishop parcel is currently in the process of a zone change and is included in the RHNA site inventory -Site 2. This zone change will be completed by April 2023. The two parcels in Big Pine are environmentally



constrained with special status species and a wetland. This parcel will, however, be further evaluated for housing development viability as included in Program 5.3.2

The County also has several road yards and an airport on some of its properties in the Owens Valley. Two of the road yard parcels are currently undergoing zone and General Plan reclassifications to multi-family residential to encourage high density housing development. These parcels are located in Lone Pine. The County will complete the two zone changes and reclassifications by April 2023.

The County will also evaluate its other roads yards in Bishop, Big Pine and Independence for possible consolidation to eliminate the need for all of them and/or at these particular locations, as well as, for potential locations for housing development. Zoning and General Plan designation changes will also be proposed for any parcels that are deemed appropriate for high density and/or affordable residential development.

In the Sites Inventory, there is a total of one County Owned site. It is labeled accordingly and has a total capacity of 63-units. This site is in the process of a by right rezoning during the planning period, particularly in the event that Sites 1 and 3 are unavailable. Capacity in the sites inventory below is currently based on the existing zoning and general plan designations. However, the County is in the process of rezoning these sites. On lots with existing buildings, the County will evaluate development standards and look to develop housing.

Table 37 below provides a site-by-site inventory of the vacant land that is currently available to provide sites to meet the County's 2021 RHNA. Table 38 provides a comparison of the County's remaining RHNA with the capacity provided by the sites in Table 37.



**Table 37 - Vacant Land Inventory – Unincorporated Inyo County  
(SEE MAP IN APPENDIX B)**

APN	Project Type	GP Designation	Zoning	Allowable Density	Acres	General Plan Max. Units	Lower Income Capacity	Moderate Income Capacity	Above Moderate Income Capacity	County Owned? (Yes/No)	Realistic capacity	Existing Use	Infrastructure Present/On-Constraint
004-160-05	Mixed income: extremely low, very low, low (43-units), moderate (19-units)	RH	R3	7.6-24	3.2	24	61	0	0	No	61	Vacant	Water and sewer available to prop
008-240-01	Mixed income: extremely low, very low, low, (43-units) moderate (20-units)	Changing to RH	Changing to R3	7.6-24	5.25	24	43	19	0	No	62	Vacant	Water and sewer available to prop
008-240-01	Mixed income: extremely low, very low, low, (54-units) moderate (8-units)	Changing to CBD	Changing to CB	7.6-24	5.69	24	54	8	0	Yes	62	Vacant	Water and sewer available to prop
002-036-10	Subdivision – above moderate	RMH	RMH-5,800	7.6-15	0.17	2	0	0	2	No	2	Vacant	Water and sewer available to prop
002-034-07	Infill – above moderate	RM	RMH-5,800	4.6-7.5	0.15	2.6	0	0	1	No	1	Vacant	Water and sewer available to prop
002-095-09	Infill above moderate	RM	RMH-5,800	4.6-7.5	0.15	1.1	0	0	1	No	1	Vacant	Water and sewer available to prop
002-051-04	Infill above moderate	RM	RMH-5,800	4.6-7.5	0.15	1.1	0	0	1	No	1	Vacant	Water and sewer available to prop
002-043-14	Infill above moderate	RM	RMH-5,800	4.6-7.5	0.15	1.1	0	0	1	No	1	Vacant	Water and sewer available to prop
002-055-12	Infill above moderate	RM	RMH-5,800	4.6-7.5	0.30	1.1	0	0	1	No	1	Vacant	Water and sewer available to prop
004-070-42	Infill above moderate	RM	RMH-5,8000	4.6-7.5	0.17	2.3	0	0	1	No	1	Vacant	Water and sewer available to prop



**HOUSING ELEMENT**

APN	Project Type	GP Designation	Zoning	Allowable Density	Acres	General Plan Max. Units	Lower Income Capacity	Moderate Income Capacity	Above Moderate Income Capacity	County Owned? (Yes/No)	Realistic capacity	Existing Use	Infrastructure Present/On-site Constraints
004-020-48	Infill above moderate	RM	RMH-05,800	4.6-7.5	0.23	1.3	0	0	1	No	1	Vacant	Water and sewer available to prop
004-031-17	Infill above moderate	RM	RMH-5,800	4.6-7.5	0.25	1.7	0	0	1	No	1	Vacant	Water and sewer available to prop
004-090-05	Subdivision above moderate	RM	RMH-5,800	4.6-7.5	0.60	1.9	0	0	3	No	3	Vacant	Water and sewer available to prop
004-101-09	Subdivision above moderate	RM	RMH-5,800	4.6-7.5	1.00	4.5	0	0	5	No	5	Vacant	Water and sewer available to prop
005-071-09	Infill above moderate	RM	RMH-5,800	4.6-7.5	0.16	7.5	0	0	1	No	1	Vacant	Water and sewer available to prop
005-071-10	Infill above moderate	RM	RMH-5,800	4.6-7.5	0.17	1.2	0	0	1	No	1	Vacant	Water and sewer available to prop
005-109-48	Infill above moderate	RM	RMH-5,800	4.6-7.5	0.20	1.3	0	0	1	No	1	Vacant	Water and sewer available to prop
005-113-32	Infill above moderate	RM	RMH-5,800	4.6-7.5	0.25	1.5	0	0	1	No	1	Vacant	Water and sewer available to prop
008-270-14	Subdivision above moderate	RM	RMH-7,200	4.6-7.5	0.45	1.9	0	0	2	No	2	Vacant	Water and sewer available to prop
010-352-15	Infill above moderate	RM	RMH-7,200	4.6-7.5	0.31	3.4	0	0	1	No	1	Vacant	Water and sewer available to prop
010-352-15	Infill above moderate	RM	RMH-7,200	4.6-7.5	0.31	2.3	0	0	1	No	1	Vacant	Water and sewer available to prop
010-361-28	Infill above moderate	RM	RMH-7,200	4.6-7.5	0.32	2.3	0	0	1	No	1	Vacant	Water and sewer available to prop
010-361-27	Subdivision above moderate	RM	RMH-7,200	4.6-7.5	0.38	2.4	0	0	2	No	2	Vacant	Water and sewer available to prop
010-353-13	Subdivision above moderate	RM	RMH-7,200	4.6-7.5	0.41	2.9		0	2	No	2	Vacant	Water and sewer available to prop





**HOUSING ELEMENT**

APN	Project Type	GP Designation	Zoning	Allowable Density	Acres	General Plan Max. Units	Lower Income Capacity	Moderate Income Capacity	Above Moderate Income Capacity	County Owned? (Yes/No)	Realistic capacity	Existing Use	Infrastructure Present/On-site Constraints
010-550-23	Infill above moderate	RM	RMH-7,200	4.6-7.5	0.22	3.1	0	0	1	No	1	Vacant	Water and sewer available to prop
010-550-22	Infill above moderate	RM	RMH-7,200	4.6-7.5	0.22	1.7	0	0	1	No	1	Vacant	Water and sewer available to prop
011-080-55	Infill above moderate	RRH	R1-1.0	1	0.56	1.7	0	0	1	No	1	Vacant	Water and sewer available to prop
011-080-53	Infill above moderate	RRH	R1-1.0	1	0.56	0.6	0	0	1	No	1	Vacant	Water and sewer available to prop
011-020-50	Infill above moderate	RRH	R1-1.0	1	0.76	0.6	0	0	1	No	1	Vacant	Water and sewer available to prop
011-070-51	Infill above moderate	RRH	R1-1.0	1	1.05	0.8	0	0	1	No	1	Vacant	Water and sewer available to prop
011-080-31	Infill above moderate	RRH	R1-1.0	1	1.16	1.1	0	0	1	No	1	Vacant	Water and sewer available to prop
011-330-56	Infill above moderate	RL	R1-10,000	2.0-4.5	0.64	1.2	0	0	1	No	1	Vacant	Water and sewer available to prop
011-480-20	Infill above moderate	RVL	R1-0.5	2	0.51	2.9	0	0	1	No	1	Vacant	Water and sewer available to prop
011-480-21	Infill above moderate	RVL	R1-0.5	2	0.51	1.0	0	0	1	No	1	Vacant	Water and sewer available to prop
011-470-04	Infill above moderate	RVL	R1-0.5	2	0.71	1.0	0	0	1	No	1	Vacant	Water and sewer available to prop
011-470-31	Infill above moderate	RVL	R1-0.5	2	0.71	1.4	0	0	1	No	1	Vacant	Water and sewer available to prop
011-500-21	Infill above moderate	RVL	R1-0.5	2	0.88	1.4	0	0	2	No	2	Vacant	Water and sewer available to prop
011-490-09	Infill above moderate	RVL	R1-0.5	2	0.99	1.8	0	0	2	No	2	Vacant	Water and sewer available to prop



**HOUSING ELEMENT**

APN	Project Type	GP Designation	Zoning	Allowable Density	Acres	General Plan Max. Units	Lower Income Capacity	Moderate Income Capacity	Above Moderate Income Capacity	County Owned? (Yes/No)	Realistic capacity	Existing Use	Infrastructure Present/On-site Constraints
011-480-16	Infill above moderate	RVL	R1-0.5	2	1.01	2.0	0	0	2	No	2	Vacant	Water and sewer available to prop
011-490-15	Infill above moderate	RVL	R1-0.5	2	1.08	2.0	0	0	2	No	2	Vacant	Water and sewer available to prop
011-470-17	Infill above moderate	RVL	R1-0.5	2	1.13	2.2	0	0	2	No	2	Vacant	Water and sewer available to prop
011-500-06	Infill above moderate	RVL	R1-0.5	2	1.15	2.3	0	0	2	No	2	Vacant	Water and sewer available to prop
011-500-02	Infill above moderate	RVL	R1-0.5	2	1.15	2.3	0	0	2	No	2	Vacant	Water and sewer available to prop
011-520-23	Infill above moderate	RL	R1-14,000	2.0-4.5	0.65	2.3	0	0	1	No	1	Vacant	Water and sewer available to prop
011-530-01	Infill above moderate	RL	R1-14,000	2.0-4.5	1.17	2.9	0	0	2	No	2	Vacant	Water and sewer available to prop
011-430-32	Subdivision above moderate	RL	R1-14,000	2.0-4.5	1.33	5.3	0	0	3	No	3	Vacant	Water and sewer available to prop
013-100-23	Infill above moderate	RRH	RMH-1.0	1	0.67	6.0	0	0	1	No	1	Vacant	Water and sewer available to prop
026-044-01	Subdivision above moderate	RM	RMH-7,200	4.6-7.5	1.25	0.7	0	0	6	No	6	Vacant	Water and sewer available to prop
026-430-01	Infill above moderate	RRM	RR-2.5	0.4	2.50	9.4	0	0	1	No	1	Vacant	Septic and well required
026-430-06	Infill above moderate	RRM	RR-2.5	0.4	2.50	6.3	0	0	1	No	1	Vacant	Septic and well required
026-430-10	Infill above moderate	RRM	RR-2.5	0.4	2.50	6.3	0	0	1	No	1	Vacant	Septic and well 0required
026-430-03	Infill above moderate	RRM	RR-2.5	0.4	2.50	6.3	0	0	1	No	1	Vacant	Septic and well required



**HOUSING ELEMENT**

APN	Project Type	GP Designation	Zoning	Allowable Density	Acres	General Plan Max. Units	Lower Income Capacity	Moderate Income Capacity	Above Moderate Income Capacity	County Owned? (Yes/No)	Realistic capacity	Existing Use	Infrastructure Present/On-site Constraints
026-430-04	Infill above moderate	RRM	RR-2.5	0.4	2.50	6.3	0	0	1	No	1	Vacant	Septic and well required
026-430-07	Infill above moderate	RRM	RR-2.5	0.4	2.50	6.3	0	0	1	No	1	Vacant	Septic and well required
026-430-02	Infill above moderate	RRM	RR-2.5	0.4	2.50	6.3	0	0	1	No	1	Vacant	Septic and well required
026-430-05	Infill above moderate	RRM	RR-2.5	0.4	2.50	6.3	0	0	1	No	1	Vacant	Septic and well required
026-430-08	Infill above moderate	RRM	RR-2.5	0.4	2.50	6.3	0	0	1	No	1	Vacant	Septic and well required
026-430-09	Infill above moderate	RRM	RR-2.5	0.4	2.50	6.3	0	0	1	No	1	Vacant	Septic and well required
002-036-10	Subdivision above moderate	RMH	RMH-5,800	0.4	0.15	6.3	0	0	2	No	2	Vacant	Septic and well required



Table 38 provides a summary of the County's RHNA needs and the units provided to meet the remaining allocations in the land inventory from Table 37 above. Table 38 shows that based on the reasonable estimates of realistic capacity that were developed by the County, there is a slight surplus of sites to fulfill the RHNA.

**Table 38 - RHNA and Vacant Land Summary**

<b>Income Level</b>	<b>2021 RHNA Allocation</b>	<b>Unit Provided by Land Inventory</b>	<b>Shortfall/Surplus</b>
Extremely Low	23	33	0
Very Low	23	32	0
Low	40	85	+45
Moderate	39	91	+71
Above Moderate	80	80	0
<b>Total</b>	<b>205</b>	<b>321</b>	<b>+116</b>

## OTHER HOUSING RESOURCES

### Tribal Housing Departments

Local Native American tribes provide housing services, including programs for construction and rehabilitation of residences, relocation assistance, and emergency housing. Although units produced pursuant to these programs on tribal lands cannot be counted toward the RHNA, the programs provide important resources for housing production and support for affordable and emergency housing in Inyo County.

## ANALYSIS OF GOVERNMENTAL CONSTRAINTS

Housing affordability is affected by factors in both the private and public sectors. Actions by the County can have an impact on the price and availability of housing in Inyo County. Land use controls, site improvement requirements, building codes, fees, and other local programs intended to improve the overall quality of housing may serve as a constraint to housing development.

### Land Use Controls

Land use and zoning regulations are designed to protect and promote the health, safety, and general welfare of residents as well as implement the policies of the General Plan. The Zoning Ordinance also serves to preserve the character and integrity of existing neighborhoods.



The Land Use Element of the Inyo County General Plan and corresponding zoning provide for a full range of residential types and densities dispersed throughout the county. Residential densities in Inyo County provide for a wide range of development from Residential High (RH), which has a minimum density requirement of 15.1-dwelling units per acre and a maximum of 24-dwelling units per acre and its corresponding zoning districts for multiple residential, to larger lot 5-acre minimum rural residential designations. The Zoning Ordinance contains six residential districts that correspond to the residential densities established in the General Plan. Further description of each zone can be found in Table 39 below.

**Table 39 - Land Use Designations**

Land Use Designation	Description
Rural Residential (RR)	Intended to protect established neighborhoods of one-family dwellings and to provide space in suitable locations for additional development of this kind, with appropriate community facilities.
Starlite Estates Zone (RR-0.5)	Provides suitable areas and appropriate environment for low density, single-family rural residential uses, where certain agricultural activities can be successfully maintained in conjunction with residential uses. The RR (rural residential) 0.5 acre-Starlite Estates zone is intended to be applied to the area known as Starlite Estates and adjoining private lands which may be without fully developed services.
One Family Residence (R-1)	Intended to protect established neighborhoods of one-family dwellings and to provide space in suitable locations for additional development of this kind, with appropriate community facilities.
Multiple Residential (R-2)	Intended to protect established neighborhoods of such dwellings and to provide space suitable in appropriate locations for additional housing developments of duplexes.
Multiple Residential (R-3)	Provides a zone classification for those areas designated for multiple residential development beyond that permitted by the R-2 zoning district. It is intended to provide locations for multiple-housing developments such as apartments, townhouses, condominiums and mobile home parks.

*Source: Inyo County code, 2009*

Tables 40 and 41 below show the development standards for each residential land use and zoning designation. Residential densities range from less than 1 dwelling unit per acre in the Residential Ranch, Residential Estate, and Rural Residential designations to between 15.1 and 24 units per acre in the Residential High designation. The maximum height limit for residential units in the R-2 and R-3 zones under the Residential Medium High and Residential High designations allows up to 3 stories or 40 feet, which is appropriate for population centers where higher density development is encouraged in a rural area such as Inyo County. Parking standards for single-family require two off-street parking spaces per unit. The requirements are appropriate for a rural county and are



considered vital to preserving the county’s character. Therefore, considering the variety of land use and zoning designations provided by the County’s General Plan and Zoning Ordinance, the development standards displayed in the following two tables do not constrain housing development.

These standards will be reviewed and updated to provide for higher densities and FARs, smaller minimum lot sizes and lower parking requirements to match with corresponding changes to zoning design standards by December 2024.



Table 40 - General Plan Land Use Designations for Residential and Commercial Uses

Land Use Designation	General Plan				Zoning		
	Label	Residential Density (du/acre)	Non-residential Intensity (FAR)	Minimum Parcel Size (Acre)	District	Label	Minimum Lot Size
<b>Residential</b>							
Residential High	RH	15.1–24.0	N/A	N/A	Multiple Residential	R-3	10,000 sq. ft.
Residential Medium-High	RMH	7.6–15	N/A	N/A	Multiple Residential	R-2	6,500 sq. ft.
					Multiple Residential	R-3	10,000 sq. ft.
					Single Residential or Mobilehome Combined	RMH	Varies (5,800 sq. ft. typical)
Residential Medium	RM	4.6–7.5	N/A	N/A	One Family	R-1	1 acre
					Single Residential or Mobilehome Combined	RMH	Varies (5,800 sq. ft. typical)
					Misc.	Misc.	Misc.
Residential Low	RL	2.0–4.5	N/A	N/A	One Family	R-1	1 acre
					Single Residential or Mobilehome Combined	RMH	Varies
					Misc.	Misc.	Misc.
Residential Very Low	RVL	2.0	N/A	0.5	One Family	R-1	None
					Single Residential or Mobilehome Combined	RMH	Varies
					Starlite Estates	RR-0.5 Starlite	0.5 acre



General Plan					Zoning		
Land Use Designation	Label	Residential Density (du/acre)	Non-residential Intensity (FAR)	Minimum Parcel Size (Acre)	District	Label	Minimum Lot Size
Residential Rural High	RRH	1.0	N/A	1.0	Rural Residential	RR	1 acre
					One Family	R-1	1 acre
					Single Residential or Mobilehome Combined	RMH	Varies
					Misc.	Misc.	Misc.
Rural Residential Medium	RRM	0.4	N/A	2.5	Rural Residential	RR	1 acre
Residential Estate	RE	0.2	N/A	5	Rural Residential	RR	1 acre
Residential Ranch	RR	0.1	N/A	10	Rural Residential	RR	1 acre
<b>Commercial</b>							
Central Business District	CBD	7.6–24.0	1.00	N/A	Central Business	CB	10,000 sq. ft.
Retail Commercial	RC	7.6–24.0	0.40	N/A	General Commercial and Retail	C-1	10,000 sq. ft.
					Highway Services and Tourist Commercial	C-2	10,000 sq. ft.
					Misc.	Misc.	Misc.
Heavy Commercial/Commercial Service	HC	7.6–24.0	0.40	N/A	Heavy Commercial	C-4	10,000 sq ft.
Resort/Recreational	REC	0.4–24.0	0.40	2.5	Open Space	OS	40 acres
					Commercial Recreation	C-5	5.0 acres
					Misc.	Misc.	Misc.
					Misc.	Misc.	Misc.
					Misc.	Misc.	Misc.

Source: Inyo County Zoning Ordinance and General Plan.





Table 41 - Additional Residential Zoning District Development Standards

Development Standard	RR	RR-0.5	R-1	R-2	R-3	RMH
Minimum Lot Width	125 ft	100 ft	50 ft	50 ft	75 ft	50 ft
Front Yard Setback	50 ft	25 ft	25 ft	25 ft	15 ft <sup>3</sup>	25 ft
Interior Side Yard Setback <sup>2</sup>	20 ft	5 ft	5 ft	5 ft	5 ft <sup>1</sup>	5 ft
Street Side Yard Setback <sup>2</sup>	20 ft	5 ft	5 ft	5 ft	5 ft <sup>1</sup>	5 ft
Rear Yard Setback <sup>2</sup>	30 ft	25 ft	20 ft	20 ft	15 ft	20 ft
Maximum Building Height of Primary Structures <sup>1</sup>	2.5 stories	2.5 stories	2.5 stories	3 stories (or 40 ft)	3 stories (or 40 ft)	2.5 stories
Parking	2 sp/du	2 sp/du	2 sp/du	2 sp/du	2 sp/du; 1 guest sp/4 du	2 sp/du

Source: Inyo County code, 2009; Land Use Element of General Plan

<sup>1</sup> 5 feet for one-story. An additional 5 feet per story is required for multi-story projects.

<sup>2</sup> Accessory structures (other than second dwelling units) may encroach into required side and rear yards in the rear half of the property, provided that at least a 5-foot setback from the property line is maintained. In the R-3 zone, no rear yard setback is required. In the RMH zone, primary structure encroachments may be permitted into the rear yard under specified circumstances.

<sup>3</sup> Exceptions apply.

### PROVISION FOR A VARIETY OF HOUSING TYPES

The Housing Element must identify adequate sites that are available for the development of housing types for all economic segments of the population. Part of this identification is evaluating the County's Zoning Code and its provision for a variety of housing types. Housing types include single-family dwellings, duplexes, guest dwellings, mobile homes, group residential homes, multiple unit dwellings, convalescent homes, accessory structures, supportive housing, and single-room occupancy units. Table 42 below summarizes the housing types permitted, conditionally permitted, and prohibited under the County's Zoning Code and is updated based on the required changes generated from this update.

The Zoning Ordinance permits residential development in the county's non-CB commercial districts as a conditional use. In the CB zone, multi-family uses are conditionally permitted and mixed-use is permitted by right. ADUs and JADUs are allowed in all of the residential and mixed use zones. Single family homes are allowed in the industrial zones as an accessory use if occupied by the owner, lessee, caretaker, or watchman of the business and agriculture worker housing is allow in the Open Space zone. Mobile home parks are permitted in the commercial, C-5 zone. The County has approved an ordinance to conditionally permit multiple dwellings and mixed uses in the remaining non-CB commercial zones. The county is also updating the CB Zone to allow for 100-percent residential (multi-family) without a conditional use permit and mixed-use with 50-percent residential development.

As part of Program 7.1.1, the County will ensure updates to the zoning code pursuant to SB-9 in all areas where SB-9 apply. The County will also update residential zones to reduce minimum lot size requirements, setbacks and parking requirements as well as change some of the current one-family zones to multi-family. After the SB9 updates, additional updates will begin with the Lone Pine area as a program targeted to providing more housing opportunities in a low opportunity area. Additionally, as part of Program 3.1.4, the County will permit SRO's ministerially and add them as a permitted use in the R3 Zone to encourage naturally affordable housing types, by the end of 2024.

All of the residential and commercial zoning design standards will be reviewed and updated to provide for higher densities, smaller minimum lot sizes, reduced setbacks and lower parking requirements to match with corresponding changes to the General Plan standards by December 2024.

**HOUSING ELEMENT**

**Table 42 - Housing Types Permitted by Zoning District**

Housing Types	RR	RR-0.5	R1/RMH	R-2	R-3	C-1	C-2	C-3	C-4	C-5	CB	OS
Single-Family Detached	P	P	P	P	P	P <sup>2</sup>	P <sup>2</sup>	P <sup>2</sup>	P <sup>2</sup>	P <sup>2</sup>	C <sup>1</sup>	P
Accessory Dwelling Units/Junior Accessory Dwelling Units	P	P	P	P	P	P	P	P	P	P	P	P
Single-Family Attached	P	P	P	P	P	P <sup>2</sup>	P <sup>2</sup>	P <sup>2</sup>	P <sup>2</sup>	P <sup>3</sup>	C <sup>1</sup>	NP
Duplexes	NP	NP	NP	P	P	C	C	C	C	P	P	NP
Multi-family 3-units and above	NP	NP	NP	NP	P	C	C	C	C	C	P	NP
Mobile Homes/Manufactured Homes	P	P	P	P	P	P <sup>2</sup>	P <sup>2</sup>	P <sup>2</sup>	P <sup>2</sup>	P <sup>3</sup>	C <sup>1</sup>	P
Farm Worker Housing	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	P
Emergency Housing/Shelters	NP	NP	NP	NP	NP	A <sup>5</sup>	A <sup>5</sup>	A <sup>5</sup>	A <sup>5</sup>	A <sup>5</sup>	A <sup>5</sup>	NP
Single-Room Occupancy (SRO)	NP	NP	NP	NP	P	P	P	P	NP	NP	P	NP
Transitional/Supportive Housing/ Group Homes	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	NP
Boardinghouse	NP	NP	NP	C	NP	NP	NP	NP	NP	NP	NP	NP
Mobilehome Park	NP	NP	NP	C	C	NP	NP	NP	NP	C	NP	NP
Residential Care Facility	C	NP	NP	NP	P	NP	NP	NP	NP	NP	NP	NP

Source: Inyo County Zoning Code, 2021

P = Permitted Use

C = Conditional Use

A = Accessory Use

NP = Not permitted

P\* = Transitional housing, supportive housing and group homes are permitted in the same manner as other residential dwellings of the same type in the same zone

*(Government Code Section 65583(a)(5)).*

<sup>1</sup> *Conditionally allowed when: A detached residential dwelling unit, if it is for occupancy by the owner or lessee of the business premises on the same parcel, or by a caretaker or watchman.*

<sup>2</sup> *A dwelling unit within a business building may be qualified as an accessory use if it is for occupancy by the owner or lessee of business premises therein, or by a caretaker or watchman, provided that a minimum fifty percent of the usable floor area is being utilized for the principal permitted use.*

<sup>3</sup> *As an accessory use: dwellings of persons regularly employed on the premises for commercial recreational activities. Mobile homes may be used for this purpose.*

<sup>4</sup> *Allow outright if proposal meets the requirements provided for in C.A Government Code 65662*

<sup>5</sup> *Parking requirements can only include for staff working at the facility*

### **Density Bonus Overlay Zoning District**

The State enacted density bonus law to allow developers to build residential projects at greater densities than a jurisdiction's General Plan allows if such projects include very low, low and moderate-income housing units. Inyo County's Density Bonus Overlay Zone District (Inyo County code Chapter 18.65) was adopted in 2004 and amended in 2007. It follows the provisions of CA Government Code 65915 Density Bonuses and other Incentives, and includes language that *'the maximum building density for any affordable housing development or senior citizen development shall be as follows or as required by statute . . .'* 'Or, as required by statute' causes the County's Density Bonus Zoning 18.65 to continue to be in compliance as any updates to the building densities made by the state automatically update the code. The County will, however, update its Density Bonus code section to consistently reflect current State law as the table included does not.

### **Central Business Zoning District**

The County's General Plan, which was adopted in 2001, included provisions to allow for mixed and residential uses in commercially designated areas. Subsequently, the County implemented the General Plan's direction to permit such uses in the Central Business (CB) District land use designation. This action instituted a new CB zoning district in the hearts of Big Pine, Independence, Lone Pine, and Keeler that conditionally permits multiple dwellings and permits mixed uses by right. The ordinance creating the new CB zoning district regulations and amending the County's zoning maps accordingly was adopted in early 2007, and it is current.

The County is also including a program to allow multi-family dwellings in the CB zone by right (Program 3.2.3) by December 2024.

### **Multiple Dwellings and Mixed Uses in all Commercial Zoning Districts**

The County's General Plan and Zoning Code include provisions to allow for mixed commercial and residential use in all of the County's commercially designated areas as conditional uses, except for the CB zone where mixed use is allow outright. The County is also including a program to allow for by right mixed use in additional commercial zones (Program 3.2.3) by December 2024.

**Constraints to Housing for Persons with Disabilities (Community Care Facilities Act SB 520)**

Inyo County recently updated its Zoning Code with a process for individuals with disabilities to make requests for reasonable accommodation with respect to zoning, permit processing, or building laws. The Planning Director may administratively approve requests for modification to certain standards with regard to reasonable accommodation (Program 6.3.1). The County Building and Safety Division is also responsible for ensuring that all building permit applications for new construction meet the requirements of the Americans with Disabilities Act (ADA) and the California Disabled Accessibility Guidebook (CalDAG). Additionally, any permits for renovation or structure modification require that the structure be brought into conformance with ADA and CalDAG.

**Senate Bill 812 (Persons with Disabilities)**

In January 2011, California housing element was amended by SB 812. This law requires an analysis of the special housing needs of persons with disabilities, including an estimate of the number of persons with developmental disabilities, an assessment of their housing needs, and discussion of potential resources. SB 812 defines a "developmental disability" as a continuing disability that originates before an individual becomes 18 years old, and includes Mental Retardation, Cerebral Palsy, Epilepsy, and Autism. These estimates can be found in the Person's with Disabilities section.

**Zoning and Land Use**

In effort to remove any zoning or land use regulations that may inhibit the development of housing and facilities for disabled persons the County updated its Zoning Code with language addressing reasonable accommodation. Also, the 2004 update of the Zoning Code reviewed and modified the County's policies to ensure compliance with fair housing law, including occupancy standards. These are still relevant in this 2021 update.

The Zoning Code does not provide residential parking standards for persons with disabilities that differ from the County's regulated parking standards. However, exceptions to the parking requirements may be granted in conjunction with any discretionary development permit, including a reduction in parking requirements for special needs housing.

Inyo County has made efforts to remove constraints on housing for persons with disabilities by providing flexibility as to the location of group homes, adult day care homes, and residential care homes and facilities. Residential care facilities for more than 6 persons must be permitted without discretionary review in all residential zones. The County will update its zoning code to correctly state this (Program 6.2.1). Updates to this program will also include defining application requirements as well as approval findings for Reasonable Accommodation.

**Permits and Processing for Reasonable Accommodation**

The County strives to remove any permitting and processing barriers for persons with disabilities by ensuring that requests to retrofit homes for accessibility comply with ADA and CalDAG, and meet all

of the development and building standards in Title 24. These would be reviewed on a case by case basis by Building and Safety staff in conjunction with planning staff. The Planning Director will approve the exceptions to the zoning (Program 6.3.1).

### **Building Codes**

The County uses and enforces the Uniform Building Code (UCB) as its local building code as mandated by the State Attorney General. The County does not have additional building codes beyond what is in the UCB. These codes are considered to be the minimum necessary to protect public health, safety, and welfare. Enforcement of the UCB is delegated to the County's Building and Safety Department and is carried out at the plan review stage and at the time of building/site inspection as well as thorough code enforcement. All work for which a building permit is issued must be inspected at the time of completion and/or at specified stages of construction. Inyo County does not have cases where the cost or length of time to obtain a building permit have hampered or ended a development project. Typically, the time from a call for a request for an inspection to the time the building inspector shows up is less than a week. Inspections to the remote areas of the County tend to take longer than those located in the Owens Valley.

Any request by a developer to build units under the minimum set by the General Plan and implemented by the zoning code, would require a Variance approval from the Planning Commission. A request to lower the unit requirement in a multi-family zone or commercial zone that does not have a verifiable reason based on a parcel's inability to accommodate the units would not be recommend by staff and would not likely be approved by the Planning Commission.

The County does not have code that conflicts with the UCB or that might diminish the ability to accommodate persons with disabilities and as discussed above the County is open to amendments to its codes as long as the health and safety of persons who may be affected are not affected by them.

The county had approximately 1,708 residents living with a disability according to the 2020 HCD Data Package American Community Survey and roughly 128 with Developmental Disabilities, also per the HCD data. To better accommodate the needs of this population and provide for persons with disabilities seeking fair access to housing in the application of its zoning and building regulations, the County has incorporated a reasonable accommodations ordinance into the Zoning Code per Program 6.3.1. This ordinance will provide a means of requesting exceptions to the zoning and building regulations that may be a barrier to fair housing opportunities. These requests will be reviewed on a case by case basis and will be approved based on a criterion that the building inspectors' finding that the proposed changes will not affect the building's ability to meet building and safety code. Additionally, the County has amended the Zoning Code to allow residential care facilities for 6 or fewer persons in all residential zones as permitted uses as well as Single Room Occupancy opportunities are allowed in all of the County's commercial zones.

### **State Requirements Regarding Fire Hazards**

Senate Bill 1241 Section 66474.02 was added to the Government Code on September 13, 2012. 66474.02. It requires that before approving a tentative or a parcel map for which a tentative map was

not required, the legislative body of a County make three findings regarding areas located in either a state responsibility area or a very high fire hazard severity zone, these findings include:

(1) A finding supported by substantial evidence in the record that the design and location of each lot in the subdivision, and the subdivision as a whole, are consistent with any applicable regulations adopted by the State Board of Forestry and Fire Protection pursuant to Sections 4290 and 4291 of the Public Resources Code.

(2) A finding supported by substantial evidence in the record that structural fire protection and suppression services will be available for the subdivision through any of the following entities:

(A) A county, city, special district, political subdivision of the state, or another entity organized solely to provide fire protection services that is monitored and funded by a county or other public entity.

(B) The Department of Forestry and Fire Protection by contract entered into pursuant to Section 4133, 4142, or 4144 of the Public Resources Code.

(3) A finding that to the extent practicable, ingress and egress for the subdivision meets the regulations regarding road standards for fire equipment access adopted pursuant to Section 4290 of the Public Resources Code and any applicable local ordinance.

(b) This section shall not supersede regulations established by the State Board of Forestry and Fire Protection or local ordinances that provide equivalent or more stringent minimum requirements than those contained within this section.

These new requirements have already affected the County's ability to subdivide land, as the findings have proven impossible to meet due to the County's very rural nature and the fact that Cal Fire will not enter into agreements to provide service to residential areas. Fire Districts in the County are all volunteer organizations. This makes providing additional facilities and firefighters extremely difficult. Currently, no subdivision applications affected by SB-1241 include those that have been identified in this updated Housing Element for meeting the County RHNA, the County anticipates, however, that the fire findings will continue to be an issue until there are changes or clarifications in SB-1241.

### **Second Residential Units/Accessory Dwelling Units**

To ensure compliance with new State ADU laws and to mitigate the constraints to the development of ADUs, the County amended the Zoning code to allow for ADUs as permitted uses, in all Residential and Mixed Use zones, and allows all ADU applications to be ministerially reviewed for conformance with the minimum allowable standards. The County is also participating in a loan program for housing rehabilitation and ADU and JADU development and it has been included as a program (Program 3.1.2).

To meet the County's RHNA, a total of 32 ADUs and JADUs are projected during the planning period, for a total of 4 per year. Given the County's programs to develop a promotional brochure on ADUs within one year certification, an acceleration in permits can be anticipated. In addition, as part of Program 7.1.1, the County is also considering permitting 2 ADU's on many single unit lots, with incentives for deed restrictions for affordability. To ensure that its targets are being met, the County added a monitoring component to Program 3.1.2 to see that projections are being met and will recalculate, if necessary.

### **Emergency Shelters, Transitional and Supportive Housing**

The County’s zoning code allows transitional housing as a permitted use in all residential zones and emergency shelters as a permitted use in the Commercial Zone – Highway Services and Tourist Commercial (C2). This complies with Senate Bill 2 (SB 2) that was signed into law effective January 1, 2008. The C2 zoning encompasses approximately about 490-acres over 166-parcels. Currently, there are 8-vacant parcels of land with the C2 Zoning designation. They range in size from about 100,000-sq-ft to 8,000-sq-ft. Any of these could be used as a whole parcel or the parcel could be partially used for emergency shelters. They also range in location and are found in Pearsonville, Olancho, Cartago, and there are several in the City of Bishop. This indicates there is potential for emergency shelters to be built on each end of the County and in the most populated area – Bishop. To satisfy the requirement that emergency shelters must be regulated the same as other residential uses of the same type in the same zone the County will review and update its code where necessary (Program 5.1.1).

Additionally, transitional and supportive housing types must be considered residential uses and be subject only to the restrictions that apply to other residential uses of the same type in the same zone. Both “transitional” and “supportive” housing must be explicitly defined as they are in the California Health and Safety Code Sections 50675.2 and 50675.14, respectively. Transitional housing may take many forms, including group housing or multi-family units, and may provide supportive services for its recipients but with a limited stay of up to 6-months. Supportive housing is more permanent in nature, is linked to either on-site or off-site services, and is occupied by a target population as defined by Health and Safety Code 53260 such as persons with AIDS, low-income persons with mental disabilities, person recovering from substance abuse, or persons with chronic illnesses.

To comply with current State regulations, the County will expand its definition of transitional housing and will add a separate definition for supportive housing types to ensure clarity in the zoning code. Transitional and supportive housing will also be listed as permitted accessory uses in each residential zone. To satisfy the requirement that these use types must be regulated the same as other residential uses of the same type in the same zone the County will review and update its code where necessary (Program 5.1.1).

AB 2162, which updated Government Code 65651, requires that supportive housing meeting specific criteria be permitted by right where multi-family housing is permitted including in mixed use and nonresidential zones. And if such housing is located within half mile from transit, no minimum parking can be required. The County will update the zoning code to ensure compliance with AB 2162 (Program 5.1.1).

### **Extremely Low-Income Households**

Assembly Bill 2634 (AB 2634) (Lieber, 2006) requires the quantification and analysis of existing and projected housing needs of extremely low-income households. The County’s existing need is documented in Table 37 and its projected need is 23-units, which is half of its official very low-income allocation as discussed in the RHNA section. Housing Element updates must also identify zoning to encourage and facilitate housing for extremely low-income households. These housing types tend to be supportive housing and single-room occupancy units (SROs). As noted in the discussion of



transitional and supportive housing above, Program 3.1.4 addresses the County's need to facilitate supportive housing types.

In an effort to facilitate the development of housing for extremely low-income households and comply with AB 2634, the County has explicitly listed single-room occupancy unit as a use type in the Zoning Code. SROs are typically meant for occupancy by one person as they are small (200–250 square feet) and may include food preparation or sanitary facilities, or both. The update includes SROs as an outright permitted use in the R3, C1, C2, C3, and CB (Program 3.1.4). Program 3.2.3 will also expedite SRO development by allowing for by right multi-family residential development in the R3 and CB zone. Program 5.2.2 addresses development standards currently found in the County's zoning code that can hinder high density and affordable housing. It, among other things addresses parking standards that may be acting as a hindrance to development. Program 3.1.4 includes allowing for SROs in the R3 zone, as well.

### **Zoning and Building Permit Fees - Transparency**

Inyo County charges various fees for development permitting. These fees are set to only cover the cost of staff time to process permits. Table 43 summarizes the County's fee requirements for residential development. These fees are considerably lower than fees charged in most jurisdictions throughout the state. Fees do not impose an unreasonable burden upon applicants, as Inyo County has one of the lowest fee structures in the state.

A typical building permit is a ministerial action in Inyo County, meaning additional landuse entitlements and/or CEQA review - are not required. After a building permit is submitted, it is reviewed by Planning Department staff for zoning consistency. Typically, there are no zoning issues that cause a land use entitlement to be required (for those that might occur, see Tables 43 and 44). For this typical review, the Planning Department charges \$50. Building and safety also charges for building permit applications. According to the Building and Safety Department, the cost of a building permit is set by the value of the work being done including material and labor. The total cost is generated by the Engineering New Record Building Cost Index. A typical building permit for an average single family home in the County is roughly \$7,000. A multi-family home building permit is more difficult report. There has been one multi-family project in about 10-years. It was a triplex that had a building permit fee of \$6,785, which represents an approximate \$2,262 per unit cost. Currently multi-family projects with over 15-units also require a Conditional Use Permit (\$1,490). Program 2.1.4 is being added to remove the requirement for multi-family housing over 15 units to require a conditional use permit as a way to lower the cost of larger multi-family developments. Applicants can find all of the information they need to complete an application for a building permit on the County's website. The fee structure for land use entitlements and 'how to' handouts are also available. Anyone can also access the County's Geographic Information Systems portal to look up individual parcels to find zoning and General Plan designations as well as parcel size. The County Planning Department webpage provide access to the General Plan and its land use designations. The zoning code can be found on the County's main page, as well as, through a link on the Planning Department webpage. It contains all of the development standards necessary to prepare a development proposal. In addition to this, planning and building and safety staffs are always available to answer questions via phone call or email.

**HOUSING ELEMENT**

**Table 43  
Inyo County Typical Fees for a Typical Residential Development**

<b>TYPICAL FEES FOR TYPICAL RESIDENTIAL DEVELOPMENT</b>		
<b>FEE CATEGORY</b>	<b>FEE AMOUNT</b>	
<b>PLANNING AND APPLICATION</b>	<b>Single-Family</b>	<b>Multifamily</b>
Plan Check – Zoning Review (Planning Department)	\$50	\$50
Building Permit (Building and Safety Department)	Approx. \$7,000	Approx. 2,262 per unit
<b>Total Building Permit Fees</b>	\$7,050	Approx. 2,312 per unit
<b>SUBDIVISION</b>		
Certificate of Compliance	\$1,000	\$1,000
Parcel Merger	\$600	\$600
Parcel Map	\$1,800	\$1,800
Tract Map	\$2,325	\$2,325
<b>ENVIRONMENTAL</b>		
Initial Study	\$500	\$500
Negative Declaration	\$600	\$600
Environmental Impact Report	Cost deemed by estimate	Cost deemed by estimate
<b>IMPACT</b>		
List typical fees, e.g., Police, fire, water and sewer, etc.	N/A	N/A
<b>LAND USE ENTITLEMENTS – NOT TYPICAL FOR RESIDENTIAL DEVELOPMENT</b>	<b>Single-Family</b>	<b>Multifamily</b>
Conditional Use Permit – A conditional use permit is required by the County for Multi-family structures over 15-units (R-3 zone)	Not Typical \$1,500	\$1,490
Variance – Variances may be required if the proposed project does not meet the development standards of the district in which it is proposed.	Not Typical \$1,500	Not Typical \$1,500
General Plan Amendment – A General Plan Amendment would be required if someone wished to change the designation or allowed residential density of a parcel.	Not Typical \$1,525	Not Typical \$1,525
Zone Reclassification – A Zone Reclassification would be required if someone wished to change the designation or allowed residential density of a parcel.	Not Typical \$1,450	Not Typical \$1,450

**On/Off-site Improvement Standards and Impact fees**

The County does not currently charge the type of impact fees common in many municipalities. Instead, it requires each land developer to mitigate only the problems that their subdivision or project creates. For example, if a subdivision is located in an area where drainage may be an issue, the developer is required to mitigate the problem so that it will not adversely affect surrounding properties. For roads, the County's requirements are based on Caltrans requirements which specify only those on- and off-site improvements necessary to maintain an efficient and safe road system.

The exclusion of costly impact fees effectively reduces the cost of developing housing in Inyo County. More specifically, the County subdivision ordinance requires 60-foot street widths for local and collector streets, with curbs, gutters and sidewalks (40 feet with a waiver). However, "rolled curbs" are permitted, and the Planning Commission often waives requirements for sidewalks where circumstances warrant, such as in lower density developments. The County also provides flexibility in these requirements for affordable housing projects. Circulation improvements in mobile home parks are governed by Title 25, which allows for gravel roads and reduced street widths, resulting in lower development costs.

In addition to County fees charged at the time building permits are issued, fees for sewer and water connections and school impact fees are collected by each individual district. These fees vary widely by district according to the services they provide, individual financial and project objectives, and the special circumstances of each district. The fees these districts charge are not under the control of the County.

**Table 44 - Process, Procedures and Timeframes**

	<b>Process/Procedure</b>	<b>Time/Approximately</b>
Single Family Dwellings	A Plan check review is conducted for zoning and general plan compliance, including: density, height, setbacks, use, parking and environmental factors.	One week
Multi Family Dwellings	A Plan check review is conducted for zoning and general plan compliance, including: density, height, setbacks, use, parking and environmental factors.	One week
Ministerial Building Permit	For new homes, building permits typically can be reviewed and approved in two to three weeks. The permit is reviewed by both the Building and Planning Departments before final approval.	2-3-weeks
Tentative Tract Map	Reviewed by Subdivision Committee and other required agencies; CEQA evaluation is conducted; Planning staff presents to Planning Commission; if approved Final Map must be approved by Board of Supervisors	45-90-days The applicant then has 2-years to complete and submit the Final Map.
Tentative Parcel Map	Reviewed by Subdivision Committee and other required agencies; CEQA evaluation is conducted; Planning staff presents to Planning Commission; if approved Final Map must be approved by Board of Supervisors	45-90-days The applicant then has 2-years to complete and submit the Final Map.
Conditional Use Permit and Variance	Reviewed by County departments, planning staff and other required agencies; CEQA evaluation is conducted; Planning staff presents to Planning Commission.	30-90-days
Enforcement	Inyo County enforces the California State Building Codes (UBC). These codes are considered to be the minimum necessary to protect public health, safety, and welfare. Enforcement of the UBC is delegated to the County's Building and Safety Department and is carried out at the plan review stage and at the time of building/site inspection. All work for which a building permit is issued must be inspected at the time of completion or at specified stages of construction.  Inyo County primarily enforces housing code violations through inspections performed on a complaint basis. Where code citations are issued, property owners are given a reasonable time frame in which to correct deficiencies.	30-days and up

## ANALYSIS OF NON-GOVERNMENTAL CONSTRAINTS

Fees, site improvement costs, processing and permit procedures, building codes, land use controls, availability of public services, and environmental considerations are necessary considerations but do not impose significant constraints to development in Inyo County in comparison to non-governmental factors such as limited private land resources and high housing costs in relation to incomes. These variables are national in scope and widely recognized. The discussion below focuses on these non-governmental and market constraints to housing development.

### **Land Costs**

While land costs in Inyo County are well below highly urbanized areas, the scarcity of privately owned vacant land has resulted in inflated land values (especially in northern Inyo County near Bishop). The most significant constraint to provision of additional housing opportunities in Inyo County is the lack of privately owned vacant land. Currently land costs in the County, based on Zillow listings, range from around \$11,000 for a third of an acre in Olancho to \$225,000 for just over a third of an acre in the Bishop area. These land costs are lower than the State average, but can still constrain development. According to the Federal Housing Finance Agency, the average land value in California in 2019 was \$512,500 for a quarter-acre lot.

### **Construction Costs**

Construction costs include materials, labor, construction financing, and builder profit. These costs will vary depending on structural requirements and by the quality of the construction (such as roofing materials, carpeting, cabinets, bathroom fixtures, and other amenities). Because of these factors, it is hard to establish an absolute measure of construction cost.

The International Code Council provides estimates of construction costs. The average cost to construct a one-two residential unit home (2020) is \$124-\$157 per square foot. Multi-family buildings average \$114-\$169 per square foot. Based on previous evaluations, the material costs represents about 57-percent, labor costs approximately 42-percent, and equipment 1-percent of the total cost estimate. This would make a modest 1,200-square-foot house cost about \$148,800 to build.

Custom homes and units with extra structural requirements or amenities can run much higher. Lower costs can be achieved by reducing amenities and using less costly building materials, decreasing construction financing costs, and use of alternative construction methods such as manufactured housing or mobile homes. Additional savings can be realized through use of mass production methods. This can be of particular benefit when density bonuses are used for the provision of affordable housing.

Though the County does not have much control over market conditions, lower housing costs can be achieved by encouraging (a) reduction in amenities and quality of building materials (above a minimum acceptability for health, safety, and adequate performance); (b) availability of skilled construction crews

who will work for reasonable wages; and (c) use of manufactured housing (including both mobile home and modular housing).

An additional factor related to construction costs is the number of units built at the same time. When the number of units developed is increased, construction costs over the entire development are generally reduced based on economies of scale. This reduction in costs is of particular benefit when density bonuses are used for the provision of affordable housing.

### **Infrastructure Constraints**

Another factor adding to the cost of new construction is the cost of providing adequate infrastructure including major and local streets, curbs, gutters, sidewalks, water and sewer lines, and street lighting. In many cases, these improvements are dedicated to the County which is then responsible for their maintenance. The cost of these facilities are typically borne by developers and added to the cost of new housing units and eventually passed on to the homebuyer or property owner. The County, typically, does not, require these types of exactions. This can be attributed to several factors, but is primarily because large housing developments – do not – get built in Inyo County. New housing units are most commonly single family homes (frequently manufactured) located on vacant parcels within an already established neighborhood, or in a remote area on a large lot. Services are generally already available or the development requires septic and well installations. Roads are usually already available built and most do not have sidewalks. The County looks at each project individually and requires each land developer to mitigate only the problems that their subdivision or building project creates. For example, if a subdivision is located in an area where drainage may be an issue, the developer is required to mitigate the problem so that it will not adversely affect surrounding properties. For roads, the County's requirements are based on Caltrans requirements which specify only those on and off-site improvements necessary to maintain an efficient and safe road system.

### **Availability of Financing**

Interest rates are determined by national policies and economic conditions, and there is little that local governments can do to affect these rates. Although Inyo County cannot affect interest rates charged by lending institutions, they can assist developers of low cost housing in finding more favorable financing, such as financing through the Community Reinvestment Act. According to lending institutions in the county, currently, most homebuyers will secure a mortgage with an interest rate between 2.5 and 4 percent, depending on the financial position of the mortgage applicants.

### **Environmental Constraints**

Some land in Inyo County is unavailable for development because of environmental features. These features either pose a hazard to those who may choose to build in the area or diminish valuable resources. As a result, County regulations limit development in these areas because of the danger involved. Environmental constraints to development include the following:

- Geologic Hazards – Earth quake zones, landslide and avalanche areas and other geologic hazards may pose a threat to property and lives. County policy discourages development in these areas to ensure the public's safety, although it does not prohibit it.

- Soils with Low Permeability Rates – Many parts of the county are not served with public sewer systems and therefore must rely on septic systems. In some parts of the county, non-engineered septic systems cannot be used because the soils have low permeability rates which prevent effective operation of septic tank systems.
- Excessive Slope – In areas of 30-percent slope, improvements for accessibility, site preparation, and sewage disposal are very difficult.
- Listed Species – In some areas of the county, private land is situated within endangered or threatened species habitats. Development within these areas requires mitigation measures that may be costly to implement.

### Energy Conservation

Inyo County has adopted and implemented Title 24 of the California Code of Regulations through its Building and Safety Department. This allows the County to apply the most up-to-date energy conservation standards to all new residential buildings (and additions to residential buildings) except hotels, motels, and buildings with four or more habitable stories. The regulations specify energy-saving design for walls, ceilings, and floor installations, as well as heating and cooling equipment and systems, gas cooling devices, conservation standards, and the use of non-depleting energy sources, such as solar energy or wind power.

Opportunities for additional energy conservation practices include the implementation of “mitigation measures” contained in environmental documents prepared on residential projects in Inyo County. The energy consumption impacts of housing developments may be quantified within the scope of these reports, prepared by or for the County. Mitigation measures to reduce energy consumption may be proposed in the appropriate section of the reports. These mitigation measures, in turn, may be adopted as conditions of project approval.

Although the standards seem extensive and costly, builders and consumers realize that the benefits in energy savings over the long run outweigh the initial cost, especially in climates like that of Inyo County. Utilities now account for a substantial amount of the total monthly cost of maintaining a house. Building energy-efficient homes and encouraging weatherization programs will over time reduce residents’ monthly housing expenses (Program 1.3.1).

Zoning Ordinance 18.79 governs the installation of small wind energy conversion systems in the unincorporated portion of the county. The ordinance is designed to allow residents to take advantage of generating power via wind while ensuring that the placement and installation of wind energy conversion systems does not have an adverse impact on public health and safety.

The county encourages small-scale renewable energy facilities in the Government Element and through the Renewable Energy General Plan Amendment. The County also provides for streamlined permitting for small-scale, such as roof-top and ground mount solar energy generation.

### **Energy Conservation Programs for Low-Income Households**

Southern California Edison (SCE) operates numerous programs that are available to assist low-income families with conserving energy and reducing expenditures for electricity. The High Bill Helper provides for rebates for new air conditioners, refrigerators, swamp coolers, and pool pumps. The Energy Star Lighting program provides compact fluorescent bulbs. Through its Energy Management Assistance program, SCE pays for purchase and installation of certain appliances for income-qualified applicants. SCE's CARE and FARE programs provide for utility bill reductions for income-qualified applicants as well. Additionally, local SCE staff will undertake on-site energy audits upon request to advise how to reduce energy consumption and associated costs.

LADWP has similar programs to help with rebates for inefficient appliances and assistance for low-income rate payers through its Lifeline program. LADWP staff will also provide energy audits upon request.

### **CHAPTER FOUR: PROGRESS IN MEETING 2014 HOUSING ELEMENT GOALS**

Appendix B includes a table of the effectiveness of the implementation measures from the 2014 Housing Element. The County did not include programs for special needs housing in the 2014 version. To remedy this exclusion Programs: 3.1.4, 5.1.1, 6.3.1 and 7.1 have been included in this 6<sup>th</sup> Cycle Housing Element Update.

The County's primary accomplishments regarding the Housing Element has been updating the zoning code to make Accessory Dwelling Units and Junior Accessory Dwelling Unit development, only subject to County design guidelines when they are not in conflict with State regulation; beginning a rehabilitation program for affordable housing and ADU/JADU development, and continuing to work with the Los Angeles Department of Water and Power (DWP) to release land located in the county to increase the amount of buildable land. An increase in available vacant land in populated areas would, in turn, increase the capacity for residential development in the county, which would help facilitate development of housing for all income levels. Another major accomplishment was the reclassification of the Central Business (CB) zone in the County codeto allow for mixed and residential uses, thus increasing the residential development capacity throughout the county. In addition, amendments to the remaining commercial zones have been approved that will open up land in these zones to residential development, as well. These actions will provide additional capacity for residential units.

In many cases, the essence of existing programs has been continued but may have been combined with other programs or the language may have been modified to better reflect the County's role in the housing market and to focus on the tools it has at its disposal to facilitate the development of housing affordable to all income levels. The required review of the statues of reaching the Goals stated in the 2014 Housing Element Update includes:



CHAPTER FIVE: HOUSING PROGRAM

This section of the Housing Element contains goals and policies the County has adopted and will continue to implement as practicable to address a number of important housing-related issues. Six major issue areas are addressed by the goals and policies of the Housing Element: (1) maintain the supply of sound, affordable housing through the conservation of existing sound housing stock; (2) provide adequate sites for housing; (3) ensure that a broad range of housing types are provided to meet the needs of both existing and future residents; (4) increase opportunities for homeownership; (5) remove constraints to the development of affordable housing; and (6) promote equal opportunity of housing choice for all residents. Each issue area and the supporting goals and policies are identified and discussed in the following section. Implementation measures identifying the time frame in which each policy will be implemented and the responsible entity follows the discussion of each program.

GOALS AND POLICIES

**Maintenance and Preservation of Housing**

Existing housing conditions vary considerably throughout Inyo County. Although much of the housing stock may be sound, there are many dwelling units that are dilapidated or require substantial repairs. As the County's housing stock continues to age, ongoing maintenance is vital to prevent widespread deterioration. It is also important to focus on what is already built as the County has very little available, vacant, land. The Housing Element focuses on expanding rehabilitation efforts by pursuing available federal and state funds to upgrade and maintain the County's housing stock.

**Goal 1.0 - Maintain the existing housing stock and eliminate substandard housing conditions in Inyo County.**

**Policy 1.1 - Housing Rehabilitation Funding**

In addition to its own investment, the County shall seek and manage additional federal and state funds for housing rehabilitation and weatherization assistance. The County will also continue to provide outreach programs to educate the public about available housing rehabilitation and weatherization assistance and fire safety issues.

**Program 1.1.1:** The County supports the provision of rehabilitation assistance to owner and renter-occupied households to facilitate unit upgrading. The County has initiated a rehabilitation program with the goal of encouraging owners of vacant houses to rehabilitate them and rent or sell them. This program also includes funding for ADUs/JADUs as well as the management of other rehabilitation funding such as No Place Like Home that focuses on low-income rentals and owner occupied dwellings.

**Funding:** Community Development Block Grant (CDBG) and Inyo County. The County shall encourage financing housing rehabilitation efforts and ADU/JADU development. To do this, the County shall consider and if appropriate complete grant applications for CDBG and possibly HOME funds at least twice during the planning period for extremely low, very low and low income units.

Research available state funds on an annual basis as Notice of Funding Availability (NOFA) is released. The County has set a goal of the rehabilitation of 15-units between 2021-2029 (equals 3-units per year for 5-years).

**Responsible Party:** County Planning Department; Department of Health and Human Services.

**Time Frame:** CDBG, HOME applications, 2021-2029 as NOFAs are released and 15-units 2021-2029

**Policy 1.2 - Housing Rehabilitation Code Enforcement**

The County shall advocate for the rehabilitation of substandard residential properties by homeowners and landlords.

**Program 1.2.1:** The County shall ensure sensitive residential code enforcement and provide information on available rehabilitation assistance to bring substandard residential structures and neighborhoods into compliance with County codes and to be improved to meet current fire safe ordinances pertaining to access, water flow, signing, and vegetation clearing. Fire safety is also enforced by the County Building and Safety officials as a required element of their inspections of new buildings and is commonly an element of subdivision applications.

**Funding:** Community Development Block Grant (CDBG). The County shall encourage financing housing rehabilitation efforts and affordable housing construction. To do this, the County shall consider and if appropriate, complete grant applications for CDBG and possibly HOME funds. Research available state funds on an annual basis and pursue as appropriate (as Notice of Funding Availability (NOFA) is released).

**Responsible Party:** County Planning Department and Building and Safety Department

**Time Frame:** 2021-2029 as NOFAs are released

**Policy 1.3 - Energy Efficiency**

The County will focus efforts to promote energy efficiency by supporting programs such as weatherization and utility assistance programs that alleviate energy costs for households. The County shall maintain its webpage dedicated to energy efficiency education and programs.

**Program 1.3.1:** The County shall continue to support efforts to improve the energy efficiency of dwelling units by providing an informational webpage dedicated to energy efficiency and programs that support providing weatherization and utility bill assistance to low-income households; encouraging reduction of housing costs through energy conservation by providing households with light bulbs, reduced price energy-efficient appliances, energy audits, and other services.

**Funding:** CDBG, LIHEAP, Southern California Edison, and the Los Angeles Department of Water and Power.

**Responsible Party:** Planning and Building and Safety Departments, local housing service providers, Southern California Edison, Los Angeles Department of Water and Power (LADWP)

**Time Frame:** Ongoing

**Program 1.3.2:** The County shall rebuild its dedicated webpage to housing resources including for energy efficiency and loan programs.

**Funding:** Planning Department budget.

**Responsible Party:** Planning Department

**Time Frame:** Within 1-year of HCD Certification of the 6th Cycle Housing Element

**Goal 2.0 - Provide adequate sites for residential development.**

For the 2021 update the County reevaluated its site inventory. No sites identified in the 4<sup>th</sup> or 5<sup>th</sup> Cycle Update were re-used as most relied on land that cannot be subdivided and/or is not near necessary infrastructure, or services. None of sites identified in the 4<sup>th</sup> or 5<sup>th</sup> Cycle Update have been developed; therefore, none identified to meet the very low, low or moderate income RHNA have developed at inappropriate densities.

**Policy 2.1 – Adequate Sites 2021-2021, monitoring:** The County will monitor the sites identified for very low, low and moderate income units.

**Program 2.1.1 –** If monitoring indicates that development has occurred on any of the parcels identified in the site inventory, the County shall ensure there is existing adequate capacity or identify additional sites to compensate for the loss.

**Funding:** Planning Department Budget

**Responsible Party:** Planning Department

**Time Frame:** Within the 2021-2029 Housing Element timeframe

**Program 2.1.2:** The County shall maintain an up-to-date inventory of sites suitable for residential development and provide this information to residential developers and to the real estate community. This inventory will include DWP land release sites.

**Funding:** Planning Department Budget

**Responsible Party:** Planning Department

**Time Frame:** Within the 2021-2029 Housing Element timeframe

**Program 2.1.3:** The County shall complete the re-zoning of Sites 2 and 3 as well as reclassifying the General Plan designation as identified in the sites inventory by April 2023. These sites will be rezoned

in accordance with Government Code 65583.2, subd. (h) and (i), which will ensure that 100 percent residential is a by right permitted use and any mixed use project will have at least 50 percent residential. The updates will also ensure that projects with 20 percent affordable to lower income households are approved by right.

**Funding:** SB2 Grant Funding

**Responsible Party:** Planning Department

**Time Frame:** Rezone, general plan designation changes and by right zoning in accordance with Government Code 65583.2 to be completed by April 2023.

**Program 2.1.4:** The County shall complete an update to the Code to remove the requirement for multi-family housing over 15 units to require a conditional use permit by April 2023, with the timeline coinciding with the above by right rezoning.

**Funding:** Planning Department budget

**Responsible Party:** Planning Department

**Time Frame:** CUP requirement to be removed by April 2023.

**Program 2.1.5:** The County shall update its Code definition of employee housing to remove the description of “five or more unrelated persons or families” eliminating the number based restriction in the definition, and making it compliant with current State regulations, within 2-years of HCD Certification of the 6th Cycle Housing Element.

**Funding:** Planning Department budget

**Responsible Party:** Planning Department

**Time Frame:** Within 2-years of HCD Certification of the 6th Cycle Housing Element

**Program 2.1.6:** The County shall within the 2021-2029 Housing Element timeframe and beyond create a regional housing working group including but not limited to the City of Bishop, Local Tribes, and Inyo County to review and evaluate housing needs at a regional level and prepare policies and programs to address those needs and to ensure adequate housing throughout the region.

**Funding:** County and City of Bishop budgets

**Responsible Party:** Inyo County

**Time Frame:** Within the 2021-2029 Housing Element timeframe and beyond

**Program 2.1.7:** The regional housing working group along with its review and evaluation of housing needs at the regional level will also look at issues, policies and programs to address gaps in

transportation that might be contributing to fair access to jobs and services in relation to housing opportunities. This working group will meet at least once per year. This will include, but not be limited to: working with regional employers on ride share, van pool and transit voucher programs for their employees. The County will establish a carshare pilot program within three years of certification that will offer residents methods to share transportation costs, and carpool to the largest employers. Transportation costs are one of the largest expenses for residents of the County and are subject to rise with shifts in energy prices. Additionally, the cost of providing parking for housing developers. As part of this carshare pilot program, the County will look to allow carshare parking in lieu of standard parking minimums in multifamily and mixed use buildings.

**Funding:** County and City of Bishop budgets

**Responsible Party:** Inyo County

**Time Frame:** Working group meeting will occur annually. County to complete carshare pilot program with recommendations on parking within three years of certification.

### **Housing Opportunities**

Inyo County encourages the construction of new housing units to ensure that an adequate housing supply is available to meet the County's existing and future needs. Providing a balanced inventory of housing in terms of unit type (single-family, mobile home, multi-family, etc.), cost, and location will allow the County to fulfill a variety of housing needs.

**Goal 3.0 - Encourage the adequate provision of housing by location, type of unit, and price to meet the existing and future needs of Inyo County residents.**

### **Policy 3.1 - Variety of Housing**

The County shall continue to identify and evaluate the best approaches to providing a variety of residential development opportunities to meet the needs of all its citizens. This includes all housing types, such as: single-family homes, mobile homes, accessory dwelling units (ADU/JADU), apartments, to accommodate special needs and income levels.

**Program 3.1.1:** The County shall meet on an annual basis with DWP, BLM, the Forest Service and other federal, state, and local agencies to identify appropriate land for release, thus enabling the County to provide additional sites for housing development. These meetings will also seek to include nearby jurisdictions including the City of Mammoth Lakes and the City of Bishop, to further facilitate regional coordination. Additionally, the County will continue to coordinate with various Tribal Councils to pursue collaborative housing projects. In addition to meeting on annual basis, the County will obtain a concrete determination on the LADWP's willingness to permit housing development on Sites 1 and Sites 3 listed in the inventory by the end of 2024. If LADWP is unwilling or unable to facilitate housing on these sites, the County will determine alternate sites to accommodate this capacity by the end of 2023.

**Funding:** Planning Department Budget

**Responsible Party:** County, local housing service providers, Tribal Councils, Bureau of Land Management (BLM), DWP, Forest Service

**Time Frame:** Annual meetings with DWP, BLM and other federal / state agencies Determination for alternate sites for Sites 1 and Sites 3 if LADWP is unwilling or unable to facilitate housing on sites by end of 2024.

**Program 3.1.2:** The County shall continue to encourage ADU/JADU development. Since development opportunities are mostly available through infill, the County has consistently followed State law regarding ADUs, although it has had outdated ADU language in its zoning code. In March 2021 the zoning code was updated to accurately reflect State ADU regulations, by incorporating the State regulations by reference. Along with this work, ideas were brought forward related to additional allowances for ADU/JADUs (2 per parcel) in the County beyond the State's. The County will continue to explore ideas for allowing expanded ADU/JADU development.

As described in Program 7.1.1, ADUs and JADUs are an important way to facilitate anti-displacement by supporting seniors who need to age in place. The County will develop a promotional brochure advertising ADUs and JADUs within one year of certification from HCD.

The County will also identify which zones to permit Accessory Commercial Units (ACUs) within three years of certification and will allow ACUs as a conditional use within at least one residential zone. This can provide for more flexibility in terms of land uses, increasing opportunities for small businesses and mitigating issues with food access by making groceries and restaurants more readily available. If pursued, these ACUs will be permitted in addition to all allowed residential development and will not be counted towards any limitations on density.

To ensure that ADUs are permitted at the expected rate projected, the County will monitor and reassess its ADU projections mid-cycle in 2025 and adjust, as necessary.

**Funding:** Planning Department Budget

**Responsible Party:** Planning Department

**Time Frame:** Promotional brochure within one year of certification. Evaluation of ACUs within three years of certification. To ensure that ADUs are permitted at the expected rate projected, the County will monitor and reassess its ADU projections mid-cycle in 2025 and adjust, as necessary.

**Program 3.1.3:** Tiny Homes are currently not defined in the County code. They are allowed by right as the County does not regulate the minimum size of residential units. They are also allowed as ADU/JADUs. To make tiny home development more accessible the County shall update the zoning code to include a definition of Tiny Homes.

**Funding:** Planning Department Budget

**Responsible Party:** Planning Department

**Time Frame:** Within 2-years of HCD Certification of the 6th Cycle Housing Element

**Program 3.1.4:** Based on new and still relevant existing State law, Low Barrier Navigation Centers, and Transitional and Supportive Housing will be added to the County codedefinitions. These along with Emergency Shelters and Single Occupancy Residences (SROs) will have language added and/or updated to accurately match requirements provided for by State law. This includes: Transitional housing, supportive housing and group homes are permitted in the same manner as other residential dwellings of the same type in the same zone. Low Barrier Navigation Centers and Emergency shelters cannot have parking requirements beyond spaces needed for employees and cannot be required if located within one-half-mile of a transit stop.

The County will also add SROs as a permitted use in the Multi-family 3-units and above residential (R3) zone and design development standards with reduced parking requirements by the end of 2023. The County will propose no more than 0.5 parking spaces per SRO unit.

The County intends to design a program for safe parking sites for approximately 25 individuals sleeping in their vehicles to ensure access to onsite restrooms and security. The County will choose a possible site(s) for safe parking within three years of certification.

**Funding:** Planning Department Budget

**Responsible Party:** Planning Department

**Time Frame:** SROs as an outright permitted use in R3 zone by end of 2023. Safe Parking site chosen within three years of certification.

**Program 3.1.5:** The County shall provide expanded affordable housing opportunities by partnering with local organizations and providing technical assistance and/or pass-through funds as appropriate for the development of units affordable to extremely low, very low, or low-income households. As part of these partnerships, the County will obtain local data and knowledge from nearby jurisdiction on an annual basis, as outlined in Program 3.1.1. This will include a list of qualified entities, discussions on past successful projects, discussions on suitable development standards, and experiences with affordable housing developers.

**Funding:** Available State, Federal, and local funds (HOME, MHP, CDBG, etc.)

**Responsible Party:** County, local housing service providers

**Time Frame:** Annual meetings and coordination with nearby jurisdictions regarding affordable housing projects through the 6<sup>th</sup> cycle.

**Program 3.1.6:** The County will continue to explore Employer Assisted Housing Programs by forming a working group with major employers in the area to discuss how the County can assist in the development of employer-assisted housing in Inyo County.

**Funding:** Planning Department Budget; available state, federal, and local funds (HOME, MHP, CDBG, etc.)

**Responsible Party:** County, local housing service providers

**Time Frame:** Within the 2021-2029 Housing Element timeframe

**Program 3.1.7:** The County will continue working on establishing a housing specialist position for the County. This person will help identify housing opportunities for income levels, be available to take fair housing complaints and help get people to the appropriate organization/agency for help.

**Funding:** County General Fund

**Responsible Party:** County, Mammoth Lakes Housing

**Time Frame:** Within the 2021-2029 Housing Element timeframe

### **Policy 3.2 - High Density Housing**

The County shall encourage the development of higher density housing in appropriate locations throughout the communities. Locate higher density residential development within close proximity to services, jobs, transit, recreation, and neighborhood shopping areas.

**Program 3.2.1:** The County shall encourage higher density residential development in areas of population concentration by conducting outreach to developers and property owners to encourage higher density residential development. In addition, the County will explore funding options for appropriate housing as funds become available.

**Once the changes to development standards outlined in Program 7.1.1** are updated, the County will create a brochure describing the more permissive development standards and how they may reduce development costs and increase total allowable housing. Within one year of the rezone completion date (rezone date is no later than December 2024), the County will circulate this brochure to the owners of all properties in the sites inventory and also include a template letter requesting responses on if the property owners may be interested in redevelopment.

**Funding:** Planning Department Budget

**Responsible Party:** County, local housing service providers

**Time Frame:** Complete brochure on new development standards and distribute property owner survey for all owners of sites listed in sites inventory by no later than December 2024

**Program 3.2.2:** The County shall encourage development of housing for low-income households through provision of density bonus incentives. The County shall prepare updates to the density bonus chapter (18.65) of the County code as required by the State and inform applicants of new opportunities for density increases.



**Funding:** Planning Department Budget (development fees)

**Responsible Party:** Planning Department

**Time Frame:** Within 2-years of HCD Certification of the 6th Cycle Housing Element

**Program 3.2.3:** Encourage high density residential development in specific Commercial Zones. The County will continue to explore ideas brought forth during its SB2 Vacant Lands grant work in allowing for outright permitting of multi-family units in the Central Business zone, as well as, explore opportunities for permitted by right mixed use and high density housing in other commercial zones. Areas along the County’s small town main streets (highway 395) have vacant commercial parcels and empty buildings. Reevaluating these parcels for ‘missing middle’ housing opportunities, such as cottage apartments, 4-plexes and etc. could potentially do a lot to help the County meet its own housing goals. This work will also include a review of design requirements such as parking, setbacks, minimum lot size and height standards that could be improved to encourage more high density housing. The County will also seek out resources for the development of missing middle preapproved plans that require low cost renovations and may share indoor spaces and amenities to meet certain development standards.

In addition to the updates outlined in Program 7.1.1 updating development standards such as minimum parcel size, the County will also allow multifamily and mixed use housing as a permitted use in the CB zone. This will allow the County to expand the number of candidate sites for housing, which is particularly useful in the event that the LADWP-owned sites (Sites 1 and 3) are not available for reasons outside of the County’s control.

**Funding:** Planning Department Budget

**Responsible Party:** Planning Department

**Time Frame:** Within 3 years of HCD certifying the 2021-2029 Housing Element

**Program 3.2.4:** Encourage higher density in established residential neighborhoods by evaluating current residential codes for the appropriateness of increasing the number of rooms allowed to be used for long term rentals.

**Funding:** Planning Department Budget

**Responsible Party:** Planning Department

**Time Frame:** Within the 2021-2029 Housing Element timeframe

**Program 3.2.5:** Encourage higher density in established residential neighborhoods by evaluating current residential codes for design standards that might work to better encourage multi-family housing. This will include setback, minimum lot size, height and especially parking standards in the County’s multi-family zones.

**Funding:** Planning Department Budget

**Responsible Party:** Planning Department

**Time Frame:** Within 3 years of HCD certifying the 2021-2029 Housing Element

**Policy 3.4 - Manufactured and Mobile Homes**

The County will continue to promote the utilization of manufactured housing and mobile home purchase and placement as an affordable homeownership opportunity.

**Program 3.4.1:** The County shall provide technical assistance to mobile home park residents who want to purchase their mobile home park. To accomplish this, the County will advertise the program to mobile home park residents, including conducting meetings with tenants.

**Funding:** Planning Department Budget, Mobilehome Park Resident Ownership Program (MPROP)

**Responsible Party:** County, local housing service providers

**Time Frame:** Within the 2021-2029 Housing Element timeframe on an as-needed basis and as NOFAs for MPROP are released

**Program 3.4.2:** The County will remove its Mobile Home overlay as it is not used and is non-compliant. Language clarifying that mobile/manufactured homes on a foundation are to be processed the same as the process applicable to a conventional single dwelling unit in the same zone.

**Funding:** Planning Department Budget

**Responsible Party:** County

**Time Frame:** Within 2-years of HCD Certification of the 6th Cycle Housing Element

**Policy 3.5 - Financial Assistance for Housing**

Provide financial assistance for the conservation and/or development of housing affordable to extremely low, very low, and low-income households.

**Program 3.5.1:** The County will support the efforts of local housing service providers to assist low-income households with utility bills by providing assistance to a minimum of 150-households annually through the LIHEAP (Low-income Energy Assistance Program).

**Funding:** State Department of Economic Opportunity, CSBG

**Responsible Party:** County, local housing service providers

**Time Frame:** Within the 2021-2029 Housing Element timeframe

**Program 3.5.2:** The County shall encourage rental subsidies for lower-income families and elderly persons. The County shall encourage listing of rental units with local housing service providers.

**Funding:** HUD Section 8 Housing Choice Vouchers

**Responsible Party:** County, Stanislaus Housing Authority

**Time Frame:** Within the 2021-2029 Housing Element timeframe

**Program 3.5.3:** The County shall provide for the continued affordability of the County’s low and moderate-income housing stock. Although not anticipated, if any deed-restricted affordable units currently serving County residents are at risk of converting to market rates, the County will facilitate a preservation program with the owner and/or operator of the project at risk. The goal will be to identify additional funds to either continue the affordability of the at-risk project or to replace those units once they are no longer affordable to lower-income households.

**Funding:** County, local housing service providers

**Responsible Party:** County, local housing service providers

**Time Frame:** Within the 2021-2029 Housing Element timeframe

#### Homeownership

The option of homeownership in California has become a privilege which is often not available to lower-income households or potential first-time homebuyers. Rising construction and land costs due to the scarcity of land for residential development in Inyo County have greatly contributed to the cost of housing. In addition, interest rates can exclude certain households from qualifying for loans. The County will continue to help facilitate the creation of affordable homeownership opportunities in its jurisdiction.

#### **Goal 4.0 - Provide increased opportunities for homeownership.**

##### **Policy 4.1 - Self-Help**

The County shall encourage “self-help” housing to allow lower-income households to build their own homes.

**Program 4.1.1:** The County will continue to make efforts to coordinate with established self-help housing groups to solicit interest in developing projects in the county to facilitate self-help housing as a form of homeownership for lower-income households.

**Funding:** Planning Department Budget

**Responsible Party:** County, local housing service providers

**Time Frame:** Within the 2021-2029 Housing Element timeframe

**Policy 4.2 - Purchase Assistance Programs**

The County will facilitate the availability of home purchase assistance programs for low and moderate-income households.

**Program 4.2.1:** The County will consider, as appropriate, applying for state and federal grant funds to provide homeownership opportunities that may include interest rate write-downs, down payment assistance, and mortgage revenue bond financing through state and federal programs.

**Funding:** Planning Department Budget, CDBG, HOME

**Responsible Party:** Planning Department

**Time Frame:** Within the 2021-2029 Housing Element timeframe, with a goal of completing at least one project benefiting low income households.

**Removal of Constraints on Housing Development**

Governmental and non-governmental constraints to development can impede both the supply and affordability of housing. Certain governmental constraints can be minimized to facilitate new construction.

**Goal 5.0 - Remove governmental constraints on housing development.**

**Policy 5.1 - Compliance with new State Regulations**

**Program 5.1.1:** The County shall update its zoning code to properly address new State laws regarding Density Bonus, Low Barrier Navigation Centers, Emergency Shelters and Transitional and Supportive Housing, pursuant to AB 2162.

**Funding:** Planning Department Budget

**Responsible Party:** County

**Time Frame:** Within 1-year of HCD Certification of the 6th Cycle Housing Element

**Program 5.2.1:** The County routinely works with homeowners to expedite their permits and provide flexibility in submittal requirements for owners developing their own homes. The County will also annually review its permit and development plan processing timelines and look for ways to expedite or simultaneously conduct development reviews to ensure timely processing.

**Funding:** Planning Department Budget

**Responsible Party:** County

**Time Frame:** Annually and ongoing as projects are submitted for review

**Policy 5.2 - Expedited Permit Processing and Project Review:** The County shall continue to expedite project review and facilitate timely building permit and development plan processing for residential developments, especially those with an affordable housing component or density bonus proposal.

**Program 5.2.1:** The County routinely works with homeowners to expedite their permits and provide flexibility in submittal requirements for owners developing their own homes. The County will also annually review its permit and development plan processing timelines and look for ways to expedite or simultaneously conduct development reviews to ensure timely processing.

**Funding:** Planning Department Budget

**Responsible Party:** County

**Time Frame:** Annually and ongoing as projects are submitted for review

**Program 5.2.2:** The County shall evaluate and consider alternative processes to help expedite and encourage affordable housing projects, such as administrative approvals of use permits projects and modifications to the design standards in the zoning code regarding setbacks, lot sizes, parking and height standards..

**Funding:** Planning Department Budget

**Responsible Party:** County

**Time Frame:** Within 3-years of HCD Certification of the 6th Cycle Housing Element

### **Policy 5.3 - Infrastructure**

The County has very remote areas without water or waste water treatment facilities. Some of these same areas also have vacant private land that other better served areas of the County do not. In an effort to help to open the possibility of development in these areas, the County will work to identify potential ways provide adequate infrastructure to accommodate residential development in all areas of the unincorporated county.

#### **Program 5.3.1:**

The County has water and sewer infrastructure up to the street for each of Sites 1, 2, and 3 in the inventory. For sites listed for moderate and above moderate income, all are within a community service district and have to be served water and sewer access, unless otherwise indicated that well and septic is required.

For other sites in more remote areas, the County shall explore ways to help to facilitate the provision of infrastructure to accommodate residential development by researching opportunities for providing the necessary infrastructure in remote locations for residential development. Strategies to increase

densities in these locations will also include development standards where it is feasible with regard to infrastructure, especially with regard to water and sewer.

**Funding:** Planning Department Budget

**Responsible Party:** County, local housing service providers.

**Time Frame:** Annually seek out grant funding from federal and local sources, within the 2021-2029 Housing Element timeframe

Accessibility of Housing

**Program 5.3.2 County Property:**

The County currently owns 66-parcels of land in the County. Of the 66-parcels, 32 are located in the Owens Valley. The rest are in the more remote areas of the County with limited to no infrastructure or services. All but 3 of the Owens Valley parcels are currently built on for various County offices, roads yards, libraries, parks -etc. The 3 vacant parcels are located in Bishop and Big Pine. The Bishop parcel is currently in the process of a zone change and is included in the RHNA site inventory -Site 2. This zone change will be completed by April 2023. The two parcels in Big Pine are environmentally constrained with special status species and a wetland. This parcel will, however, be further evaluated for housing development viability. The County also has several road yards and an airport on some of its properties in the Owens Valley. Two of the road yard parcels are currently undergoing zone and General Plan reclassifications to multi-family residential to encourage high density housing development. These parcels are located in Lone Pine. The County will complete the two zone change and reclassifications by December 2024.

The County will also evaluate its other roads yards in Bishop, Big Pine and Independence for possible consolidation to eliminate the need for all of them and/or at these particular locations, as well as, for potential locations for housing development. Zoning and General Plan designation changes will also be proposed for any parcels that are deemed appropriate for high density and/or affordable residential development.

**Funding:** Planning Department Budget

**Responsible Party:** Inyo County Planning and Public Works departments, County Administrative Officer.

**Time Frame:** Rezone County Owned Within 3-years of HCD Certification of the 6th Cycle Housing Element. If any of the Sites are unavailable, rezone sufficient capacity by right (in accordance with 65583) by December 2024.

On order to make adequate provision for the housing needs of all segments of the community, the County must ensure equal and fair housing opportunities are available to all residents.

**Goal 6.0 - Promote equal opportunity for all residents to reside in housing of their choice.**

**Policy 6.1 - Equal Opportunity**

The County shall work to prohibit discrimination in the sale or rental of housing with regard to race, ethnic background, religion, handicap, income, sex, age, household composition or other protected characteristics.

**Program 6.1.1:** The County shall take positive action to assure unrestricted access to housing. The County will continue to support local housing service providers to provide fair housing services and assist in program outreach.

**Funding:** Planning Department Budget

**Responsible Party:** County, local housing service providers, Stanislaus Housing Authority

**Time Frame:** Within the 2021-2029 Housing Element timeframe

**Policy 6.2 - Residential Care Facilities** The County shall work to ensure that equal and fair housing opportunities are available to all residents.

**Program 6.2.1:** The County will continue efforts to mitigate or remove constraints on housing for persons with disabilities and will update its code to accurately follow new State regulations.

**Funding:** Planning Department Budget

**Responsible Party:** County

**Time Frame:** Within 2-years of HCD Certification of the 6th Cycle Housing Element

**Policy 6.3 - Reasonable Accommodation** – The County shall ensure the availability of reasonable accommodations for persons with disabilities, including developmental disabilities.

**Program 6.3.1**

The zoning code will be updated to more clearly state that the Planning Director may administratively approve requests for modification to certain standards with regard to reasonable accommodation on a case by case basis and with the criterion that the modifications do not affect the structure meeting building and safety standards per Building and Safety staff. In addition, the County will define its Reasonable Accommodations process, including its approval process and required findings. This process will not just be limited to building code requirements, but also to zoning and land use provisions. The County will update its Development Code in accordance with these requirements within three years of certification.

**Funding:** Planning Department Budget

**Responsible Party:** County

**Time Frame:** Within 2-years of HCD Certification of the 6th Cycle Housing Element

**Goal 7.0 – Affirmatively Furthering Fair Housing.**

As defined by State law, and pursuant to AB 686, the County will affirmatively further fair housing by taking meaningful actions, in addition to opposing discrimination, that overcomes patterns of segregation and fosters inclusive communities free from barriers that restrict access to opportunity based on protected classes. This will be accomplished with the following programs.

**Policy 7.1** The County shall work to ensure housing opportunities in areas with concentrations of minority population, female householders with no spouse present and children under 18, persons with disabilities and persons living in poverty that were found in the County through the AFFH evaluation. Even though they do not rise to the levels usually found in more populated urban and suburban areas in Inyo County, they are there. Census Tract 8 that incorporates the entire county south of Lone Pine and east to the Nevada border has the highest levels these concentrations.

**Program 7.1.1**

The County shall work to provide affordable housing opportunities for areas with concentrated poverty and other protected characteristics in the County. This is primarily found in Census Tract 8, and more specifically the community of Lone Pine. This will be accomplished by partnering with local organizations to target this area and providing technical assistance and/or pass-through funds as appropriate for the development of units affordable to extremely low, very low, or low-income households.

The County shall work to provide affordable housing opportunities for areas with concentrated poverty and other protected characteristics in the County. This is primarily found in Census Tract 8, and more specifically the community of Lone Pine. This will be accomplished by partnering with local organizations to target this area and providing technical assistance and/or pass-through funds as appropriate for the development of units affordable to extremely low, very low, or low-income households.

The County will also ease development standards in the RMH, R1, R2 and R3 zones to, reduce setbacks, and allow more missing middle housing types on lots traditionally zoned for single-family homes. By doing so, the County will offer aging homeowners an opportunity to finance their retirement and offset their cost of living by renting additional units. This program will also act as an anti-displacement strategy, by highlighting to homeowners how ADUs and JADUs can be used to fund needed home repairs as well as offsetting mortgage costs. This program will be started in Lone Pine and applied to other communities after.

Table 41 and 42 reflect current development standards by zoning district. The County will update the minimum lot width, minimum lot size, minimum parcel size and maximum densities for all residential zones and revise the front and rear yard setbacks per zoning district to accommodate higher density housing. The County will make these revisions by the end of 2023. Easing these development standards will raise the probability of housing development on these sites and increase the allowable floor area that can go to residential development.



In light of recent legislation (SB-9, updating Government Code 65852.21), duplexes are now a permitted (P) use in all residential zones in certain specific areas of rural Inyo County surrounding the City of Bishop. The County will update the permitted uses within residential zones located in areas subject to SB-9 to include duplexes, and adopt procedures to facilitate SB-9 within two years of certification.

**Funding:** Available State, Federal, and local funds (HOME, MHP, CDBG, USDA, etc.)

**Responsible Party:** County, local housing service providers

**Time Frame:** ADU Promotional Brochure within one year of certification. Remove minimum lot width, minimum lot size, minimum parcel size and maximum densities for all residential zones, except Rural Residential due to infrastructure concerns, and revise front yard / rear yard setbacks to facilitate higher density development by the end of 2023.

**Policy 7.2** - The County shall work to ensure that the needs of its senior population are met. Inyo County overall has 20-percent of Households with a householder who is 65-years or older. Census Tracts 5 and 8 on their own also show that 20-percent of households with a householder 65-years or older.

**Program 7.2.1**

The County will continue working with the housing stakeholder group established during the housing element update to further define housing issues in the county and specifically senior housing. This work will include identifying and applying for grants to provide affordable housing located near services. A focus will be placed on Census Tracts 5 and 8 as these include the areas in the County with the highest percentages of households with a householder 65-years and older. The housing stakeholder group will target new members from these Census Tracts and meet every six months. The group will discuss strategies to support multigenerational households and designing development standards that support aging in place. Intensifying existing single unit homes with ADUs, JADUs, can be an important way to fund housing costs, including mortgages and rehabilitation projects for senior households. The group will evaluate shared housing strategies and look to design / adopt template agreements that can help facilitate cost-sharing arrangements for a variety of households by the end of 2023.

**Funding:** County Planning Department budget, available State, Federal, and local funds (HOME, MHP, CDBG, USDA, etc.)

**Responsible Party:** County, housing stakeholder group, local housing service providers, senior program providers

**Time Frame:**

Meetings with housing stakeholder group twice per year, design materials and policies for cost-sharing programs for senior households by the end of 2023.

**Program 7.3**

The County currently has policies that address environmental justice issues. Pursuant to CA Government Code 65302(h), the County will add policies in appropriate sections of its General Plan that relate to healthy food access, safe and sanitary homes and physical activity. In addition, the County will create an Environmental Justice Element within four years of adoption that includes all objectives listed. The Environmental Justice element will discuss the carshare program described in Program 2.1.7 and collaborate through an annual meeting with regional employers and neighboring jurisdictions to provide alternatives to vehicle ownership.

In addition to the carshare pilot program, the County will evaluate Accessory Commercial Units (ACUs) and the prospect of allowing light commercial uses in residential zones in addition to existing residential. The County will make a decision on which zones to permit ACUs within three years of certification and will allow ACUs as a conditional use within at least one residential zone. This will help to reduce Vehicle Miles Traveled and also provide for more flexibility in terms of land uses, increasing opportunities for small businesses and mitigating issues with food access by making groceries and restaurants more readily available. If pursued, these ACUs will be permitted in addition to all allowed residential development.

**Funding:** Funding source yet to be identified

**Responsible Party:** Planning Department

**Time Frame:** Environmental Justice Element with carshare pilot program to be completed within three years of adoption. Regional employers and neighboring jurisdictions meeting will occur annually.

**Table 45 - Quantified Objectives**

## HOUSING ELEMENT

Task	Income Level					Total
	Extremely Low	Very Low	Low	Moderate	Above Moderate	
RHNA	23	23	40	39	80	205
Construction Goals (from Sites Inventory)	23	23	40	39	80	80
ADUs and JADUs	13	13	6	0	0	32
Energy Efficient Units	1	1	1	1	0	4
Preservation Goals (Mobilehome Parks)	2	2	2	2	2	10
Home Rehabilitation Program	3	3	3	3	3	15
Housing Assistance (Housing Choice Vouchers provided)	1	1	1	0	0	3
<b>Total</b>	<b>33</b>	<b>33</b>	<b>52</b>	<b>50</b>	<b>90</b>	<b>233</b>

Source: HCD, 2020 and Inyo County Planning Department, 2020

**Appendix A  
Public Outreach**

The County began work on the 2021 update in November 2020. Staff took questions and comments related to housing issues during a public outreach meeting for a Vacant Lands Inventory and Evaluation of General Plan and Zoning Designations for Possible Rezoning to Encourage Affordability through Higher Density Housing. A meeting was also held with County Health and Human Services and Mammoth Lakes Housing (a local affordable housing non-profit) in November 2020 and a meeting with the Inyo Mono Advocates for Community Action (IMACA) in January 2021, a low income (focus on extremely low), special needs and housing non-profit. These meetings focused on the barriers to providing housing for the populations they work with. The issues they identified were:

- No land for development
- No developer interest/affordable housing not profitable
- Infrastructure issues to support development are too expensive to address
- Rural area non-profits have a difficult time competing for funding
- Rural areas cannot get the necessary points for grant opportunities due to transit requirements among others. Funding geared to urban areas.

Possible solutions:

- Continue to work with the Los Angeles Department of Water and Power (DWP) on land divestments and long term leases for mobile home parks located on their land
- Grants for infrastructure improvements
- More opportunities for re-purposing and rehabilitating properties, especially multi-family, with restrictions on raising rents
- Include the communities in the remote southeast part of the County, primarily Tecopa
- Incentives for owners of vacant houses to rent, IMACA can provide property rehabilitation funding if rented to homeless or at risk people
- Encourage ADU development.

To initiate the formal outreach process, more than 20-letters/emails were sent to a broad cross-section of stakeholders in the County. Consultation invitations were also sent to 10-tribal representatives. The

letters briefly described the reason for the update and requested the stakeholders provide input at any time during the update process by visiting the Housing Element update section on the County's website, directly contacting County staff, requesting a meeting, or by attending a virtual public workshop.

### **Tribal Consultations**

One Tribe, the Big Pine Paiute Tribe of the Owens Valley, requested consultation, but never responded to scheduling requests.

### **Public Workshops**

In addition to the several meetings County staff held with local non-profits. A meeting with: IMACA and Mammoth Lakes Housing; a local realtor; property manager; developer; a representative from DWP; and a representative from the Northern Inyo Hospital District (a major employer in the County) was held in February 2021. An additional public workshop was hosted by the Planning Commission during the draft stage of the 2021 Housing Element in March 2021. The goal of these workshops was to gather feedback from stakeholders and the attending public regarding the housing concerns of Inyo County residents and housing service providers.

At the first meeting staff posed several questions, including:

1. What do you see as the most limiting factor in your organizations' ability to succeed in its housing mission?
2. What sort of policies or programs do you think would be the most effective in improving your organization's ability to succeed your housing mission?
3. What do you think local governments should do to help your organization achieve its mission?
4. Other relevant questions, thoughts, ideas?

Responses included:

1.
  - I deal primarily with moderate and above moderate properties; there is never enough rental stock
  - All but one attendee agreed that there is not enough housing stock or land for development in the County
  - DWP has to balance. Their land is considered essential for water provision for the City of Los Angeles

## **HOUSING ELEMENT**

---

- State regulations regarding fire protection puts limitations on subdivision and the affordability of building
- The lack of housing opportunity is a challenge for local employers. It affects their ability to secure and retain employees. This includes even at the high end of housing opportunities
- DWP employees leave the area too, due to the lack of available housing
- It took IMACA over 10-years to purchase property from DWP for a permanent supportive housing project, this is too long
- There is a growing homeless population
- There needs to be more gap funding from local jurisdictions to make up for what grants do not cover.

2.

- Change County zoning to allow for more than one ADU per property (restrict to long term rentals)
- Relax zoning to allow for more units in general
- Create incentives for developers
- Creation of more Community Service Districts – fire protection
- Infrastructure planning
- Infrastructure financing
- DWP needs to release more land, especially in the Bishop City limits
- Down payment assistance programs by employers (DWP)
- Assistance for rehabilitation of rundown and/or vacant properties
- Loan fund for ADU development or vacant houses (income restricted)
- New taxes or fees to create a pool of money to grant or loan to developers
- Self-build housing projects and co-ops.

3.

- It is easier for DWP to release land to other jurisdictions than to private parties
- Create a twenty-year housing plan identifying areas for development, rezoning, etc. Community input would be very beneficial. Plan should include south County as well
- Put limitations on the number of short-term rental permits per year and limit the number of nights they can be rented
- Work on vacancy issues (second homes)
- Landlord incentives to rent to low income and get more to participate in Section 8 housing
- Rehabilitation funding can create more habitable space
- Allow for more residential use on commercially zoned property
- Get DWP properties zoned for residential development prior to divestment. Chose by infrastructure availability
- Target properties that are easiest to develop for General Plan and zoning designation changes
- Taxation programs for vacant properties with a very targeted program for allocation these funds to affordable housing projects.

4. There were no additional questions, thoughts or ideas.

### **Planning Commission Workshop**

The Planning Commission hosted a public workshop on the Housing Element Update on March 24, 2021. Staff prepared a number of questions for the attendees to respond to. These questions were:

1. Have you or someone you know experienced housing discrimination in Inyo County?
2. If so, were there barriers to reporting it?
3. What barriers exist locally to access to housing?
4. What do you think the County can do to improve access to housing?

## **HOUSING ELEMENT**

---

5. Is access to services an issue where you live?
6. If you have a disability, does your home have reasonable accommodations?
7. What housing types does the County need more of?
8. What housing types does the County need less of?
9. What has been the most difficult barrier for you, personally, in finding housing opportunities in the County?
10. Where should additional housing be located in the County?
11. What is your dream home?

### Responses included:

1. No one had experiences with housing discrimination
2. There may be barriers to reporting. People might not know where to report and there may also be a lack of legal aid.
3.
  - As a property manager the barriers to getting rental housing I find are: income, credit, a lack of rental housing and multi-family units, and pets. As for ownership: out of price range, no workforce housing or down payment assistance, not enough land for development.
  - The hospital has contract employees that need shorter rental periods and lower costs as many have homes and mortgages elsewhere, pets. The hospital has had to purchase property so there contract employees have housing
  - The costs of development here are too high for non-profit developers to be interested
  - The lack of land has made it impossible for the hospital to build housing for their workers
  - Look into vacant commercial buildings and sites for residential development. Local gap funding for grants, makes getting the points for low-income housing easier to get
  - Look into land transfer concept and lots sales DWP-USDA
  - Allow for 2 ADUs per parcel and make rezoning requirements easier for smaller lots so more units can be built per parcel.
  - Limit ADUs rented for short-term



## **HOUSING ELEMENT**

---

4.
  - Reasonable accommodations for disabled is expensive there need to be programs to help financially
5. There were no responses to this question
6.
  - Small infill, affordable rentals and ownership opportunities, first time buyer help
  - Look into homeowner land trust model
  - Senior housing
  - 1 and 2 bedroom units are in high demand – not enough of them
  - Encourage repurposing vacant commercial properties
  - Empty DWP homes should be rented or sold
  - Help people who want to move here from somewhere else without community connections to find available housing a housing availability clearinghouse
  - Local online rental finder
  - Approach owners of vacant homes to try to get them to rent or sell
  - Create a vacant building tax to help fund affordable housing projects
  - The lack of land supply creates the biggest barrier, maybe use eminent domain to get land and/or units in disrepair, etc.
7.
  - County does not need more large lot developments, there are plenty
8.
  - I just had the opportunity to get a job in the County and a rental in Big Pine that is my dream home.
  - Safe and warm that costs no more than 35% of monthly incomes.

### **Planning Commission Hearing**

The Planning Commission held a hearing on August 11, 2021 to consider a resolution recommending the Board of Supervisors adopt the 2021 Housing Element as presented by staff. A comment from the commission was offered suggesting that the County should be looking at its housing issues from a more regional perspective.

No public comment was received at the hearing or in response

**Board of Supervisors Hearing**

The Board of Supervisors held a noticed public hearing on August 17, 2021 to consider adopting the 2021 Housing Element Update. The Supervisors provided direction to staff to add a housing program to develop a regional housing workgroup to evaluate housing issues at the regional level and prepare policies and programs to address them.

No public comment was received at the hearing or in response to the notice.

**Comment Letters**

In addition to gathering comments from attendees at the public workshop, residents were invited to submit comments directly to the County regarding the questions related to access and availability as well as the draft of the Housing Element update. No comment letters were received by the County during the housing element update process.

## HOUSING ELEMENT

### Appendix B Housing Program Review 2014-2020

2014 Housing Program	Time Frame	Accomplishments	Continue/Modify/ Delete
<p><i>Implements Policy 1.1</i></p> <p>The County supports the provision of rehabilitation assistance to lower-income owner and renter-occupied households to facilitate unit upgrading. The County will encourage initiation of a rehabilitation program with the goal of improving 15 units over the planning period (3 per year). <b>Funding: CDBG</b></p>	2014–2019	<p><b>Effectiveness/Progress:</b> The County did not initiate a rehabilitation program during the planning period due to a lack of staff and funding for this type of activity.</p>	<p><b>Appropriateness:</b> The County will continue to support local housing assistance providers' efforts and is in the process of initiating its own rehabilitation loan program.</p>
<p><i>Implements Policy 1.2</i></p> <p>The County shall ensure sensitive residential code enforcement and provide information on available rehabilitation assistance to bring substandard units into compliance with County codes and to meet current fire safe ordinances. <b>Funding: County</b></p>	Ongoing	<p><b>Effectiveness/Progress:</b> The County continued to educate the public and stakeholders about housing programs, including housing rehabilitation and weatherization assistance.</p>	<p><b>Appropriateness:</b> The County will continue to support outreach efforts for rehabilitation, fire safety or weatherization efforts in the county. These are primarily conducted by Building and Safety and Planning staff.</p>
<p><i>Implements Policy 1.3</i></p> <p>The County shall continue to provide outreach programs to educate the public about available housing rehabilitation assistance and fire safety issues.</p>	Ongoing	<p><b>Effectiveness/Progress:</b></p> <p>The County continued to educate the public and stakeholders about housing programs, including housing rehabilitation and weatherization assistance.</p>	<p><b>Appropriateness:</b> Will continue this program. It has been added to the one above to reduce repetition.</p>
<p><i>Implements Policy 1.4</i></p> <p>The County shall continue to focus efforts on promoting energy efficiency through participation in weatherization, utility assistance and maintaining an energy efficiency webpage. <b>Funding: County, local utility providers</b></p>	Ongoing	<p><b>Effectiveness/Progress:</b> The County works with local non-profits and utility providers to raise awareness of energy efficiency, utility assistance and weatherization programs.</p>	<p><b>Appropriateness:</b> The County will continue to support outreach efforts for energy efficiency programs and maintain its webpage.</p>
<p><i>Implements Policy 1.4</i></p> <p>The County shall continue to support efforts to improve the energy efficiency of dwelling units by providing weatherization assistance to low-income households. <b>Funding: HUD Section 8 Certification and Housing Vouchers</b></p>	Ongoing	<p><b>Effectiveness/Progress:</b> The County does not provide funding for this activity but if a need for this service arises, the County would refer inquiries to local housing service providers. The County coordinated a series of task forces to educate the public and stakeholders about housing programs, which may have included roommate location assistance.</p>	<p><b>Appropriateness:</b> This program will be continued.</p>

**HOUSING ELEMENT**

2014 Housing Program	Time Frame	Accomplishments	Continue/Modify/ Delete
<p><i>Implements Policy 1.4</i></p> <p>The County shall work to provide assistance to low-income households with utility bills by encouraging utilities and local housing service providers to continue to implement and expand programs to assist such households, including reductions and other utility assistance programs for income-qualified candidates. Augment current program funding. <b>Funding: State of California Older Americans Act, CDBG</b></p>	Ongoing	<p><b>Effectiveness/Progress:</b> According to DWP, one local housing service provider assists approximately 150 households per year through the LIHEAP (Low-income Energy Assistance Program). The utilities also provide assistance to income-qualified families. They intend to continue and expand these programs.</p>	<p><b>Appropriateness:</b> This program will be continued.</p>
<p><i>Implements Policy 1.4</i></p> <p>The County shall continue to encourage utility providers and local housing service providers in reducing housing cost through energy conservation by providing households with light bulbs, reduced price energy-efficient appliances, energy audits, and other services. <b>Funding: CDBG</b></p>	Ongoing	<p><b>Effectiveness/Progress:</b> The County is not aware of the effectiveness or progress of this light bulb program. However, if possible, the County would continue to support this program if implemented. Alternatively, the County refers interested residents to the Southern California Edison (SCE) California Alternate Rates for Energy (CARE) and Family Electric Rate Assistance (FERA) program.</p>	<p><b>Appropriateness:</b> The County will continue to support weatherization and energy efficiency efforts administered by other entities in the county.</p>
<p><i>Implements Policy 2.1</i></p> <p>The County shall facilitate the development of vacant and underutilized residential parcels identified in the Housing Element residential site inventory.</p>	Ongoing	<p>This program has been implemented, however, no sites in the inventory were developed.</p>	<p><b>Appropriateness:</b> This program has been revamped to meet new state regulations and will continue.</p>
<p><i>Implements Policy 2.1</i></p> <p>The County shall maintain an up-to-date inventory of sites suitable for residential development and provide this information to residential developers and to the real estate community. This inventory includes DWP land release sites. <b>Funding: State Department of Economic Opportunity, CDBG</b></p>	Ongoing	<p><b>Effectiveness/Progress:</b> Site information was provided through a Vacant lands inventory and general plan and zoning designation assessment. The Planning Department provides information about property that is available for housing development upon request. The County has continued to try to coordinate with DWP and other public agencies for land releases of property available for housing development.</p>	<p><b>Appropriateness:</b> This program is updated and will be continued.</p>

**HOUSING ELEMENT**

2014 Housing Program	Time Frame	Accomplishments	Continue/Modify/ Delete
<p><i>Implements Policy 3.1</i></p> <p>The County shall continue to work with DWP, BLM, the Forest Service and other federal, state, and local agencies to identify appropriate land for release, thus enabling the County to provide additional sites for housing development. Additionally, the County will continue to coordinate with various Tribal Councils to pursue development of affordable housing units on reservations. <b>Funding: Planning Department budget</b></p>	<p>Ongoing</p>	<p><b>Effectiveness/Progress:</b> The County has worked with DWP to release lands for residential development. The County is currently working with a variety of local, state, and federal agencies to identify appropriate government lands for release.</p>	<p><b>Appropriateness:</b> Continue to work with DWP and various federal, state, and local agencies to identify appropriate government land for release. This program will continue.</p>
<p><i>Implements Policy 3.1</i></p> <p>The County shall provide expanded affordable housing opportunities by partnering with local organizations and providing technical assistance and/or pass-through funds as appropriate for the development of units affordable to extremely low, very low, or low-income households. <b>Funding: Planning Department budget</b></p>	<p>Ongoing</p>	<p><b>Effectiveness/Progress:</b> The County did apply for CDBG funding in 2013, but was not awarded. The County will continue to facilitate the application for funding with local partners.</p>	<p><b>Appropriateness:</b> The County will continue to pursue funding opportunities as appropriate.</p>
<p><i>Implements Policy 3.1</i></p> <p>The County will explore an Employer Assisted Housing Program by forming a working group with major employers in the area to discuss how the County can assist in the development of employer-assisted housing in Inyo County. <b>Funding: Planning Department budget</b></p>	<p>Ongoing</p>	<p><b>Effectiveness/Progress:</b> The County was not able to make progress on this program due to the depressed economy and subsequently Covid.</p>	<p><b>Appropriateness:</b> The County will facilitate discussions with employers regarding housing assistance.</p>

## HOUSING ELEMENT

2014 Housing Program	Time Frame	Accomplishments	Continue/Modify/ Delete
<p><i>Implements Policy 3.1</i></p> <p>The County will continue to implement the final Housing Plan developed by the Housing Task Force adopted in 2005 in conjunction with the Housing Element programs. <b>Funding: Planning Department budget (development fees)</b></p>	Ongoing	<p><b>Effectiveness/Progress:</b> The County has continues to monitor the Home program and potential opportunities for additional housing funding as well as provide information to developers about the density bonus provisions in the code.</p>	<p><b>Appropriateness:</b> The County will continue this program.</p>
<p><i>Implements Policy 3.1</i></p> <p>The County shall support local housing assistance providers to work to assist in locating roommates to share existing housing. This will be accomplished by contributing to funding and assisting in program outreach to expand program utilization. <b>Funding: Planning Department budget</b></p>	Ongoing	<p><b>Effectiveness/Progress:</b> The County does not provide funding for this activity but if a need for this service arises, the County would refer inquiries to local housing service providers.</p>	<p><b>Appropriateness:</b> This program will be continued.</p>
<p><i>Implements Policy 3.2</i></p> <p>The County shall encourage higher density residential development in areas of population concentration by conducting outreach to developers and property owners to encourage higher density residential development. In addition, the County will explore funding options for appropriate housing as funds become available. <b>Funding: Planning Department budget</b></p>	Ongoing	<p><b>Effectiveness/Progress:</b> The County works with land owners and develops to encourage and aid in the development of high density residential construction.</p>	<p><b>Appropriateness:</b> This program will be continued to facilitate the provision for affordable home opportunities.</p>
<p><i>Implements Policy 3.2</i></p> <p>The County shall encourage development of housing for low-income households through provision of density bonus incentives. The County shall provide the updated density bonus chapter of the code as requested to inform applicants of opportunities for density increases. <b>Funding: Respond to NOFAs for MHP, HOME program</b></p>	Ongoing	<p><b>Effectiveness/Progress:</b> The County does offer a density bonus to developers. The ordinance was updated in 2007. It includes guidelines for one, two, or three concessions for affordable housing: one concession for housing developments that include at least 5 percent of the total units for very low-income households, at least 10 percent for lower-income households, or at least 10 percent for moderate-income households in a common interest development; two concessions for housing developments that include at least 10 percent of the total units for very low-income households, at least 20 percent for lower-income households, or at least 20 percent for moderate-income households in a common</p>	<p><b>Appropriateness:</b> This program is not appropriate to continue because the County is not a developer. However, it does support the efforts of developers planning to build homes affordable to low- or moderate-income households. The County will also update the Code to reflect current State Law.</p>

**HOUSING ELEMENT**

2014 Housing Program	Time Frame	Accomplishments	Continue/Modify/ Delete
		interest development; three concessions for projects that include at least 15 percent for very low-income households, at least 30 percent of the total units for lower-income households, or at least 30 percent for persons or families of moderate income in a common interest development. The density bonus chapter of Title 18 of the County code is distributed upon request.	
<p><i>Implements Policy 3.4</i></p> <p>The County shall provide technical assistance to mobile home park residents who want to purchase their mobile home park. To accomplish this, the County will advertise the program to mobile home park residents, including conducting meetings with tenants. <b>Funding: Available State, Federal, and local funds (HOME, MHP, CDBG, etc.)</b></p>	Ongoing	<b>Effectiveness/Progress:</b> The County provides information to mobile home park residents and provides referrals to HCD, USDA and other mobile home advocacy groups, as well as local real estate lenders.	<b>Appropriateness:</b> This program will continue.
<p><i>Implements Policy 3.4</i></p> <p>The County will continue to allow manufactured housing as a permitted use in all residential zones. <b>Funding: Planning Department budget, HOME, MHP</b></p>	Ongoing	<b>Effectiveness/Progress:</b> County code allows for manufactured housing in all residential zones.	<b>Appropriateness:</b> This will continue as practice, but since it is not a program, it will be removed.
<p><i>Implements Policy 3.5</i></p> <p>The County will support the efforts of local housing service providers to assist low-income households with utility bills by providing assistance to a minimum of 150 households annually through the LIHEAP (Low-income Energy Assistance Program). <b>Funding: Pursue FmHA funds</b></p>	Ongoing	<b>Effectiveness/Progress:</b> The County works with local non-profit recipients of LIHEAP funding to continue this program	<b>Appropriateness:</b> This program will be continued.
<p><i>Implements Policy 3.5</i></p> <p>The County shall encourage rental subsidies for lower-income families and elderly persons. The County shall encourage listing of rental units with local housing service providers. Coordinate with HCD to receive additional subsidies for rental assistance. <b>Funding: Planning Department budget</b></p>	Ongoing	<b>Effectiveness/Progress:</b> One local housing service provider administers Housing Choice Vouchers (Section 8) for the County. The County routinely refers inquiries to local housing service providers.	<b>Appropriateness:</b> This program will be continued.

**HOUSING ELEMENT**

2014 Housing Program	Time Frame	Accomplishments	Continue/Modify/ Delete
<p><i>Implements Policy 3.5</i></p> <p>The County shall provide for the continued affordability of the County’s low and moderate-income housing stock. Although not anticipated, if any deed-restricted affordable units currently serving County residents are at risk of converting to market rates, the County will facilitate a preservation program with the owner and/or operator of the project at risk. The goal will be to identify additional funds to either continue the affordability of the at-risk project or to replace those units once they are no longer affordable to lower-income households. <b>Funding: Planning Department budget</b></p>	<p>Ongoing</p>	<p><b>Effectiveness/Progress:</b> The County works with housing developers to provide for and maintain housing, in the event that deed restricted units are at risk, the County will work to preserve the units and educate the public regarding the importance of low-income units.</p>	<p><b>Appropriateness:</b> This program will continue</p>
<p><i>Implements Policy 4.1</i></p> <p>The County will continue to make efforts to coordinate with established self-help housing groups to solicit interest in developing projects in the county to facilitate self-help housing as a form of homeownership for lower-income households. <b>Funding: Planning Department Budget, CDBG</b></p>	<p>Ongoing</p>	<p><b>Effectiveness/Progress:</b> The County routinely works with potential housing developers to increase housing supply. This includes to self-help housing groups.</p>	<p><b>Appropriateness:</b> The County will continue to provide homeownership information to county residents.</p>
<p><i>Implements Policy 4.2</i></p> <p>The County will annually consider applying for state and federal grant funds to provide homeownership opportunities that may include interest rate write-downs, down payment assistance, and mortgage revenue bond financing through state and federal programs. <b>Funding: Planning Department budget</b></p>	<p>Ongoing</p>	<p><b>Effectiveness/Progress:</b> The County did not directly apply for any funding to provide homeownership opportunities that include interest rate write-downs, down payment assistance, and mortgage revenue bond financing through state and federal programs.</p>	<p><b>Appropriateness:</b> This program will be continued.</p>
<p><i>Implements Policy 4.2</i></p> <p>The County shall coordinate with local lenders to provide program information to the public about homebuyer assistance programs such as CalHFA, RCRC, and USDA.</p>	<p>Ongoing</p>	<p><b>Effectiveness/Progress:</b> The County works with local lenders, real estate professional and housing providers to provide information to the public on loan opportunities available.</p>	<p><b>Appropriateness:</b> Lenders do not work with these programs – Removed.</p>
<p><i>Implements Policy 5.1</i></p> <p>The County shall continue to allow second units, condominium</p>	<p>Ongoing</p>	<p><b>Effectiveness/Progress:</b> Zoning code allows for all of these affordable options to be available to County</p>	<p><b>Appropriateness:</b> This practice will continue, but since it is not a program it</p>



**HOUSING ELEMENT**

2014 Housing Program	Time Frame	Accomplishments	Continue/Modify/ Delete
conversions, density bonuses, and residential units in commercial zones as specified in the County's Zoning and Subdivision Ordinances.		residents.	is being removed.
<p><i>Implements Policy 5.1</i></p> <p>The County shall continue to expedite project review and facilitate timely building permit and development plan processing for residential developments, including those with an affordable housing component.</p>	Ongoing	<p><b>Effectiveness/Progress:</b> The County routinely works with homeowners to expedite their permits and provides flexibility in submittal requirements for owners developing their own homes. Typical processing times are relatively short. County staff attempt to do all plan processing as efficiently as possible. A planner is assigned to a project when it is first submitted as follows it through permitting to minimize some inefficiency.</p>	<p><b>Appropriateness:</b> This program will continue.</p>
COMPLETED PROGRAMS			
<p>Chapter 633 of the Statutes of 2007, also known as SB 2, requires jurisdictions to allow for permanent emergency shelters as a permitted use in at least one zone. This zone may be residential, commercial, or industrial but must be appropriate for this type of use and not be completely built out. In accordance with SB 2, the County will evaluate the most appropriate zone to permit shelters and amend the County code accordingly within one year of the adoption of this Housing Element.</p>	Completed		
<p>According to Chapter 633 of the Statutes of 2007, also known as SB 2, the County must explicitly allow both supportive and transitional housing types in all residential zones. The County shall update its Zoning Ordinance to include separate definitions of transitional and supportive housing as defined in Health and Safety Code Sections 50675.2 and 50675.14. Both transitional and supportive housing types will be allowed as a permitted use subject only to the same restrictions on residential uses contained in the same type of structure.</p>	Completed		
To ensure zoning flexibility that allows	Completed		

**HOUSING ELEMENT**

---

2014 Housing Program	Time Frame	Accomplishments	Continue/Modify/ Delete
for the development of single-room occupancy (SRO) units, the County will update its Zoning Ordinance to explicitly allow for SROs in developed areas near services and transit.			
Chapter 1062 of the Statutes of 2002, also known as AB 1866, requires jurisdictions to allow second units ministerially in all residential zones. The County will amend the County code to reflect this requirement while maintaining its current standards for second units that require a floor area of up to 30 percent of the principal dwelling unit up to a maximum of 1,200 square feet.	Completed		
Currently residential care facilities are permitted with a conditional use permit in the RR and R-3 zones. Pursuant to Chapter 671 of the Statutes of 2001, also known as SB 520, the County will amend the County code to allow flexibility for the location of residential care facilities by permitting facilities for 6 or fewer persons by right in all residential zones.	Completed		
The County shall incorporate reasonable accommodation provisions into its Zoning Code to provide a means for persons with disabilities to request exceptions to zoning and building regulations that may be act as a barrier to their housing choice.	Completed		

**Appendix C – Proposed RHNA Sites Maps**

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500  
Sacramento, CA 95833  
(916) 263-2911 / FAX (916) 263-7453  
[www.hcd.ca.gov](http://www.hcd.ca.gov)



August 9, 2022

Cathreen Richards, Director  
Community Development Department  
County of Inyo  
168 N Edwards St.  
Independence, CA 93526

Dear Cathreen Richards:

**RE: County of Inyo's 6<sup>th</sup> Cycle (2021-2029) Revised Draft Housing Element**

Thank you for submitting the County of Inyo's (County) revised draft housing element received for review on August 3, 2022, with minor technical clarifications received on August 8, 2022. Pursuant to Government Code section 65585, subdivision (b), the California Department of Housing and Community Development (HCD) is reporting the results of its review.

The revised draft element meets the statutory requirements of State Housing Element Law, as described in HCD's November 16, 2021 review. The housing element will comply with State Housing Element Law (Article 10.6 of the Gov. Code) when it is adopted, submitted to, and approved by HCD, in accordance with Government Code section 65585.

Public participation in the development, adoption and implementation of the housing element is essential to effective housing planning. Throughout the housing element process, the County must continue to engage the community, including organizations that represent lower-income and special needs households, by making information regularly available while considering and incorporating comments where appropriate.

For your information, pursuant to Government Code section 65583.3, the County must submit an electronic sites inventory with its adopted housing element. The County must utilize standards, forms, and definitions adopted by HCD. Please see HCD's housing element webpage at <https://www.hcd.ca.gov/community-development/housing-element/index.shtml#element> for a copy of the form and instructions. The County can reach out to HCD at [sitesinventory@hcd.ca.gov](mailto:sitesinventory@hcd.ca.gov) for technical assistance.

Several federal, state, and regional funding programs consider housing element compliance as an eligibility or ranking criteria. For example, the CalTrans Senate Bill (SB) 1 Sustainable Communities grant; the Strategic Growth Council and HCD's Affordable Housing and Sustainable Communities programs; and HCD's Permanent Local Housing Allocation consider housing element compliance and/or annual reporting requirements pursuant to Government Code section 65400. With a compliant housing element, the County will meet housing element requirements for these and other funding sources.

For your information, some general plan element updates are triggered by housing element adoption. HCD reminds the County to consider timing provisions and welcomes the opportunity to provide assistance. For information, please see the Technical Advisories issued by the Governor's Office of Planning and Research at: <https://www.opr.ca.gov/planning/general-plan/guidelines.html>.

HCD appreciates the hard work and dedication that you provided in the preparation of the County's housing element and looks forward to receiving the County's adopted housing element. If you have any questions or need additional technical assistance, please contact Shawn Danino, of our staff, at [Shawn.Danino@hcd.ca.gov](mailto:Shawn.Danino@hcd.ca.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read "Paul McDougall", with a stylized flourish at the end.

Paul McDougall  
Senior Program Manager



# County of Inyo



## County Administrator - Emergency Services

### TIMED ITEMS - NO ACTION REQUIRED

**MEETING:** August 16, 2022

**FROM:** Mikaela Torres

**SUBJECT:** Inyo National Forest - Fire Management Policy and the Great American Outdoors Act (GAOA)

---

**RECOMMENDED ACTION:**

Request Board receive an update on Inyo National Forest Fire Management and the Great American Outdoors Act.

**SUMMARY/JUSTIFICATION:**

Lesley Yen, Forest Supervisor for the Inyo National Forest, will provide information on agency fire management policy as well as updates on the forest's current and anticipated recreation and public access projects funded by the Great American Outdoors Act (GAOA).

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

N/A

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

**ATTACHMENTS:**

**APPROVALS:**

Mikaela Torres  
Mikaela Torres  
Darcy Ellis

Created/Initiated - 8/10/2022  
Approved - 8/10/2022  
Final Approval - 8/10/2022



# County of Inyo



## County Administrator

### TIMED ITEMS - NO ACTION REQUIRED

**MEETING:** August 16, 2022

**FROM:** Assistant Clerk of the Board

**SUBJECT:** Request to Rename Bishop Airport

---

**RECOMMENDED ACTION:**

Request Board: A) consider and discuss the request by Mr. Randy Short to rename the Bishop Airport the "Bishop - Dave McCoy Airport;" and B) provide any necessary direction to staff.

**SUMMARY/JUSTIFICATION:**

On June 21, 2022, the Assistant Clerk of the Board received a written request from Mr. Randy Short to rename the Bishop Airport the "Bishop - Dave McCoy Airport." The request was submitted per County policy (attached), which also requires three letters of support from community members. Those letters - 5 total - are attached, and were collected in February 2020 following Mr. McCoy's passing.

These letters were part of a formal request dated February 26, 2020. Per County Policy, the request should have been agendized within 6 weeks of receipt. The request was postponed to accommodate additional discussion with the proponent and then, unfortunately, set on the backburner during the subsequent arrival of COVID-19 in Inyo County.

Mr. Short, one of the supporters of the original proposal, has now taken over for the previous proponent and resurrected the effort to have the airport named after Mr. McCoy.

As part of your Board's consideration, according to the policy, you must find that the naming recognition is being given to individuals/organizations which have:

1. Demonstrated social and moral responsibility and exemplary actions that inspire others.
2. Made significant contributions of time, talent and/or financial support to an important part of the County's, State's and/or Country's history.
3. Had major historical significance.

The policy also states that no County facility/building shall be named after a private individual unless he or she "contributed a majority of the funding that was used to construct the facility or acquire the land upon which the building is situated." The proponent acknowledges that Mr. McCoy might not meet this criterion, but states he did build and then donate to the County the largest building at the Bishop Airport, a massive hangar that today houses Sierra Life Flight and others.

Another policy requirement is a commitment from the proponent(s) to cover all the costs resulting from this request, but this can be waived at the discretion of the Board.

The policy requires a staff recommendation. At this time, staff can recommend neither approval nor denial - only that the Board hears from the proponent(s) and considers the request according to the previously approved guidelines. This same request previously went to the Northern Inyo Airport Advisory Committee, which declined to support it and in fact voted unanimously at a recent meeting to recommend retention of the name "Bishop Airport."

A letter of opposition from one of the members of the NIAAC members is also attached.

**BACKGROUND/HISTORY OF BOARD ACTIONS:**

**ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

Your Board may or may not provide direction to staff.

**OTHER AGENCY INVOLVEMENT:**

**FINANCING:**

County policy requires a commitment from the applicant that they will cover all the costs resulting from the request, but this can be waived at the discretion of the Board.

**ATTACHMENTS:**

1. Plaque Placement & Facility Naming Policy
2. Randy Short Airport Name Change Request 07.21.22
3. Letters of Support for Airport Naming Request of 02.26.20
4. Name Change Request from February 2020
5. Opposition Letter to Renaming Bishop Airport 08.11.22

**APPROVALS:**

Darcy Ellis	Created/Initiated - 7/28/2022
Darcy Ellis	Approved - 7/28/2022
John Vallejo	Approved - 8/3/2022
Meaghan McCamman	Approved - 8/10/2022
Leslie Chapman	Final Approval - 8/11/2022





# COUNTY OF INYO

## PLAQUE PLACEMENT AND NAMING OF COUNTY FACILITIES POLICY

### PURPOSE

The purpose of this policy is to set the criteria for evaluating requests to name or place plaques on County facilities/buildings.

### IMPLEMENTATION

#### SECTION I: INFORMATION NEEDED IN REQUEST

All requests to the Board of Supervisors for naming or placing commemorative plaques on or by County facilities/buildings must include:

1. Reason(s) for request.
2. Description of circumstances surrounding the request.
3. Brief profile of the nominee.
4. A minimum of three written endorsements in support of the request.
5. The location of the facility proposed for naming or placement of a commemorative plaque.
6. A commitment from the applicant that they will cover all the costs resulting from the request.

#### SECTION II: CRITERIA FOR EVALUATING REQUEST

In evaluating the request the County will give consideration and recognition to individuals / organizations, which have:

1. Demonstrated social and moral responsibility and exemplary actions that inspire others.
2. Made significant contributions of time, talent and/or financial support to an important part of the County's, State's and/or Country's history.
3. Had major historical significance.



### SECTION III: CRITERIA FOR DENYING REQUEST

The County will deny any request that:

1. Carries as a condition the brand name, corporate name or family name of a fire arm, alcohol or tobacco product; or is capable of confusion with a trade mark, copyright, brand name or existing landmark, without proper consent of the lawful owners of same;
2. Are deemed to be in poor taste; and
3. That does not meet the conditions expressed under Section II.

In addition for requests to name a County facility/building only, no:

1. County facility/building shall be named after a private individual unless that individual contributed a majority of the funding that was used to construct the facility or acquire the land upon which the building is situated; and
2. County facility/building shall be named for a public officer while the official remains in public office.

### SECTION IV: PROCESS FOR PLACEMENT OF REQUEST ON BOARD OF SUPERVISORS AGENDA

In order to initiate the process for naming or placing a commemorative plaque on a County facility/building:

1. An applicant needs to submit a letter to the Clerk to the Board of Supervisors that explains the request by answering the questions in Section I and asked to be placed on the Board's Agenda. The letter should include the address and phone number of where the applicant can be reached; and
2. Upon receiving the letter the Clerk to the Board of Supervisors will schedule the request on the Board of Supervisors Agenda within six (6) weeks and contact the applicant with the time and date.

### SECTION V: APPROVAL BY THE BOARD OF SUPERVISORS

1. All requests will be placed on the Board of Supervisors Agenda for approval per section IV.
2. Staff will provide a recommendation to the Board on any request.



3. Any request for naming and/or placing a commemorative plaque on a County facility/building will require a 4/5's vote approval by the Board of Supervisors.
4. Generally, a facility shall not be named after a public official or private individual unless that person is deceased. A decision to name a facility after a public official or private individual when not deceased shall require a unanimous vote of approval by the Board of Supervisors.

####

July 21, 2022

To: Clerk of the Board of Supervisors

Re: Naming the Bishop Airport the “Bishop - Dave McCoy Airport”

Dave McCoy did more for Inyo County and its people than any person in the County’s history. For starters he developed skiing in the Eastern Sierra. Dave started his ski area operations in 1938 at McGee Mountain, he owned and operated three ski areas, in his lifetime, McGee Mountain, Mammoth Mountain, and June Mountain. For 67 years Dave’s work produced significant revenue and jobs to the people of Inyo County. Dave McCoy lived in Bishop for most of his life, he lived a modest lifestyle preferring to put almost all of the profits back into the ski area. Many of the school children of Inyo and Mono Counties learned to ski at Mammoth for very little money, less than a dollar a day. The children were also provided with rental equipment if they couldn’t afford their own, all due to Dave’s generosity. He created the first major scheduled air service into Bishop and Mammoth airports, with Bishop based Sierra Pacific Airlines. Dave built and then donated to the County the largest building at the Bishop Airport, a massive hanger that today houses Life Flight and others, producing significant revenue for the county.

Dave McCoy was instrumental in creating what Cerro Coso’s Eastern Sierra College Center is today. He and his family contributed significant funding to both the Mammoth Lakes Foundation and the Eastern Sierra Foundation. These foundations were initially established to secure land and build permanent facilities for Cerro Coso Community College programs in both Mammoth Lakes and Bishop.

Dave McCoy’s vision and generosity have been transformational for students and their families. Since the Eastern Sierra College Center opened, through both campuses have awarded 837 certificates and degrees and the foundations have awarded over 2,000 full scholarships to local students. Dave McCoy’s legacy will live on in the lives of Eastern Sierra students and their families who have benefited from local, affordable access to higher education.

Few people know the totality of Dave’s giving. One may ask, where did the scoreboard at Big Pine High School come from? “An anonymous donor”. Who jumped at the opportunity to help fund the “Dick Noles Wounded Warrior Pathway” at June Lake? We all know the magnitude of things Dick Noles did for this valley. Who was the money behind those projects? There are hundreds of examples like this and yes all done by the man simply known as “Dave”.

Dave first came to Independence in 1928 and settled there in 1935. Dave’s wife Roma was born in Bishop and graduated from Bishop High School as did all their six children and most of his 16 grandchildren. Even though the businesses that he was famous for creating were in Mammoth Dave’s feet were firmly planted in Bishop, the McCoy family never lived in Mammoth. Dave died in 2020 but his contributions to Inyo County; Mammoth and June Mountains, goes on today 84 years after he began, and will continue contributing every day into the future. For these reasons it is fitting that the airport that is poised to be an important and growing asset to Inyo County be named after the man who helped make so much in Inyo County better.

While this request does not strictly comply with the Board policy I request this still move forward.

I respectfully request that the item be placed on the Board of Supervisors agenda.

Randy Short

393 Mt Tom Rd, Bishop 760 872 9056

Marshall Ryan McCoy  
PO Box 1174  
Verdi NV, 89439

Inyo County Board of Supervisors  
Matt Kingsley, Chairman  
PO Drawer N  
Independence, CA 93526

February 24, 2020

Dear Chairman Kingsley:

I would like to put in my formal request to rename the Bishop Airport after Dave McCoy. Dave's contributions to the Eastern Sierra after founding Mammoth Mountain in neighboring Mono County has recognizably changed Inyo County, and its residents.

Dave was not only a pioneer to the Ski Industry, but was the first to bring commercial air service to Inyo County. Dave purchased Sierra Pacific Airlines in 1973. Sierra Pacific operated with the company headquarters at the Bishop airport. Sierra Pacific provided scheduled air service from both Bishop, and Mammoth to the Los Angeles basin, Fresno, Las Vegas, Reno, and the Bay Area.

In 1976 Dave built the largest hangar at the Bishop airport with a lease agreement that the hangar be returned to Inyo County after 25 years. Mammoth continued to lease the hangar from Inyo County until the mid 1990's as its principle base of operation for the resorts corporate aircraft. That hangar still stands, and is the current base of operations for Inyo Counties only Emergency Air Medical Operation.

Dave sold Sierra Pacific in 1978. The airline is still in operation, based in Tucson, AZ. Currently Sierra Pacific operates Two Boeing 737-500 aircraft. They provide charter for the United States Military, United States Marshal service, and the United States Forest Service.

Sincerely,

Marshall Ryan McCoy

February 22, 2020

The Honorable Inyo County Board of Supervisors  
P.O. Drawer N  
Independence, CA. 93526

Dear Honorable Board Members:

I am writing to offer my support for the naming of the Eastern Sierra Regional Airport in honor of Dave McCoy. Dave McCoy's impact and influence on the Eastern Sierra is legendary and extremely deserving of this distinction.

Memories of the pristine alpine landscape of the Eastern Sierra that Dave had visited in his childhood, left a lasting impression on him and after graduating from high school he rode his motorcycle to Independence, CA. to pursue his dreams. And as the saying goes, "the rest is history"!

And what a remarkable history it is. As he explored the backcountry as a hydrographer for the Los Angeles Department of Water and Power, his imagination, his work ethic and his love of the great outdoors fueled his dreams. Combined with his love of people and providing opportunities for them to enjoy what he was so blessed to experience, Dave started with one rope tow for local skiers and ended up creating a world class ski resort that he built, literally from the ground up. He built Mammoth Mountain Ski area with his principles of hard work, determination, and respect and admiration for his employees and those people that shared his dream and passion. He never asked anyone to do anything he wasn't willing to do himself. He had the ability to motivate others and create a work environment that inspired and challenged others to work their hardest to achieve the dream they shared with Dave. He never missed an opportunity to learn from others and honor their perspectives. He lived by the principle of teamwork long before it became a slogan for current organizations.

Mammoth Mountain Ski Area stands as a testament to Dave and his dream. But it is Dave's life that is his legacy. His life that was dedicated to family and friendships. He was a champion skier himself and shared his talents as a coach of young athletes and ski champions. His dedication to and love of youth and their families, is exemplified by the remarkable program that he instituted that gave school age children in the Eastern Sierra the opportunity to ski for what started as \$1 dollar for a ski pass as long as it was not on a school day. There is no way to adequately capture what that opportunity meant for tens of thousands of young "Dave McCoy" skiers who were blessed to become life- long skiers because of the heart of Dave McCoy. School programs throughout Inyo and Mono Counties were established so that young students could learn to ski and compete, if they chose, because Dave McCoy just wanted to see people smile and have a good time with teachers, families and friends. He then applied that love of youth and education to establish the Mammoth Lakes Foundation which resulted in building the first institution of higher learning, Cerro Coso Community College in Mammoth Lakes.

Dave's lifetime achievements are too numerous to acknowledge within this letter, but they all point to the extraordinary man that he was and the life that he led that exemplified his love of family, friends and community. Bishop was Dave's home and the place where he raised his family, with the love of his life, Roma. The Eastern Sierra is the place where his lifelong dreams came true. The citizens of Inyo County will be forever grateful for this man who worked so tirelessly to better our community guided by a deep and sincere love for his fellow human beings.

Page 2

Inyo County Board of Supervisors

As the proposal to name the Eastern Sierra Airport is considered by you, it seems so fitting that airline pilots and passengers from near and far will fly above the majestic Sierra and witness all that inspired Dave McCoy—**Mountains to match his Dreams—Valleys that represent the highs and lows of his Work Ethic and Perseverance—a landscape vast with Humility and Generosity—And the deep blue skies of A Giving and Grateful Spirit with Love of Family, Friends, Community and Humanity.**

Thank you for your hard work and commitment to moving the Eastern Sierra Regional Airport towards a new and exciting future. And how fitting that this airport be named in honor and recognition of a pioneer in the ski industry who shared the philosophies of two pioneers in aviation:

“If we worked on the assumption that what is accepted as true really is, then there would be little hope for advance.” Orville Wright, inventor, engineer and test pilot.

“The most effective way to do it, is to do it.” Amelia Earhart, first female aviator to fly solo across the Atlantic.

Dave was also an inventor, engineer and a test pilot in his own field and he certainly flew solo when he first imagined building Mammoth Mountain.

Thank you for your consideration of this proposal.

Linda Arcularius



February 24, 2020

Board of Supervisors

168 N. Edwards St

Independence, CA 93526

Gentlemen,

I am writing to you to recommend that the Bishop Airport be renamed the Dave McCoy Regional Airport. Dave's impact on the Eastern Sierra and in particular Mono and Inyo Counties began in the thirties. He set up his portable rope tows in various locations, depending on the snow. He settled into a more permanent location at McGee but still went to Mammoth Mountain when the storms subsided in the spring. Finally in 1953 the Forest Service gave him a permit to begin building what now is known as Mammoth Mountain Ski Resort.

As we know it today Mammoth Mountain is a huge economic driver for Inyo and Mono Counties, that goes without saying. What isn't well known is how he specifically impacted the local Bishop businesses. Dave McCoy and his family never lived in Mammoth, McGee and Crowley was as close as he ever got. Most of his life he lived in Bishop and as much as he loved Mammoth Mountain he also had a deep affection for Bishop. Dave would not take his buying power elsewhere, he always insisted that we buy locally. He bought chain saws from Joe's Garage, auto and truck parts (and rope tow parts) from Steve's Auto and did the same with many other businesses in Bishop. Dave continued that policy until the day he passed away. If you could get something in Bishop then that is where you bought it.

Dave plowed every penny back into Mammoth Mountain, ROI (return on investment) was a Wall Street concept that was unimportant to him. As he said to me one day "I guess that makes me not a very good businessman". Maybe that's true in today's view but from where I sit, what he did will provide good lives to the people of Inyo and Mono Counties for generations to come.

Sincerely Yours,

A handwritten signature in blue ink, appearing to read "Randy Short", with a long horizontal flourish extending to the right.

Randy Short

393 Mt Tom Rd

Bishop, CA 93514

Inyo County Board of Supervisors  
168 N. Edwards St.  
Independence, Ca. 93526

February 21, 2020

RE: Support letter to rename Bishop Airport

To the Board of Supervisors,

I support the recommendation to rename the Bishop Airport in Dave McCoy's name. Dave has built more than a Mountain to ski on. He has built communities, relationships, families, a life style and more. After all, it's because of Dave that we live, work and play in the Eastern Sierra. Dave McCoy has given us the opportunity to raise our family here and many other business opportunities. The list goes on and on. Most of us would not be here today with out Dave McCoy. It is fitting that we rename the airport after him. "Dave McCoy Regional Airport". That has a nice sound to it!

Randy Gillespie  
3063 Mesquite Rd  
Bishop, Ca. 93514

Laura Smith

771 N. Main St. Spc. 104

Bishop, CA 93514

(760) 872-4034

February 20, 2020

Dear Honorable Inyo County Board of Supervisors,

It is a very good thing when a community takes the time and opportunity to acknowledge individuals who have given their entire life in service and dedication to that community. When we leave memorials and monuments marking the great generosity and commitment of those individuals it leaves a mark of legacy to inform and inspire those of us who remain and for future generations.

For this reason I encourage all of you to seriously consider the naming of the airport in Bishop to include the name of Dave McCoy along with its regional name.

Thank you for all the work you are doing to improve our airport and bring reliable, quality commercial air service to the entire Eastern Sierra community.

With my sincere respect and appreciation,

Laura Smith, Mayor of the City of Bishop

OFFICE OF THE  
**SHERIFF**  
INYO COUNTY, CA



JEFF R. HOLLOWELL  
SHERIFF

ERIC PRITCHARD  
UNDERSHERIFF

*"A Professional Service Agency"*

February 26, 2020

Inyo County Board of Supervisors  
Matt Kingsley, Chairman  
PO Drawer N  
Independence, CA 93526

Dear Chairman Kingsley,

As the elected Sheriff and a lifelong resident of Inyo County, I would like to make a formal request of the Board to consider dedicating the new Regional Airport in Bishop to Dave McCoy. Dave was a pillar not only in the community but the entire Eastern Sierra Region. I believe dedicating the new Regional Airport in the name of Dave McCoy would be a tribute to the devotion Dave brought to the County and region.

Dave McCoy was born August 24<sup>th</sup> 1915 and passed away February 8<sup>th</sup> 2020. Dave moved to Inyo County in 1936 and worked for the City of LA, DWP as a hydrographer. Dave started a "rope tow" ski run west of Independence and later one at McGee Mountain. In 1953, Dave received a permit from the Forest Service to develop Mammoth Mountain. In 1973, Mammoth Mountain purchased Sierra Pacific Airlines, bringing commercial charter flights to Bishop and Mammoth. In 1989 Dave's vision to cultivate higher education in the Eastern Sierra resulted in the formation of the Mammoth Lakes Foundation. This is what brought Cerro Coso Community College to the Sierra's.

For transparency reasons I will inform you my son in law is Marshall McCoy, grandson of Dave McCoy. This had no bearing on my recommendation to rename the airport. I am open to suggestions on the name, but agree with Marshall that Bishop Regional Airport-Dave McCoy Airfield would be fitting and appropriate.

Dave is survived by his wife of 78 years, Roma, 6 children, 19 grandchildren, 34 great grandchildren and one great-great grandchild.

Sincerely,

A handwritten signature in blue ink that reads "Jeff R. Hollowell".

Jeff R. Hollowell, Sheriff

To the Inyo County Supervisors  
Meeting of August 16, 2022  
Re: Discussion of name change for Bishop Airport

Dear Supervisors,

I am a member of the Northern Inyo Airport Advisory Committee (NIAAC), though I am writing as an Inyo County citizen and a member of the pilot community of Bishop Airport. I respectfully request that the Board retain the name of Bishop Airport unchanged.

I have multiple reasons for this request. To begin with, all of us on the NIAAC learned that although a number of Jennifer Rosier's constituents brought the proposal to her to rename the Bishop Airport for Dave McCoy, Dave McCoy himself would have strongly objected to it! The McCoy family in fact were initially against it as well. I find it offensive that some would posthumously "honor" Dave in a way that he would have unequivocally objected to when he was alive.

The major proponent for this name change, Mr. Randy Short, pointed out that people flying into southern California fly into the John Wayne airport, though he didn't note the other airports that serve the region: Los Angeles International, Ontario, Van Nuys, and so on, that basically go by the city name. This is the far more common and useful practice and reduces confusion. Of the roughly 5000 public-use airports in the US, the airports named for people number only in the few dozen (and mostly for politicians).

In the three NIAAC meetings during which this topic was discussed (February, May, and August 2022) other reasons expressed included: the possibility that other worthy Inyo County individuals (or their families) would feel disrespected because they were overlooked; the objection to naming airports for people in general; the confusion as to the location of the airport if the name is not "Bishop" (this was one reason of several that the name "Eastern Sierra Regional Airport" was abandoned); the fact that the name "Dave McCoy" is associated with Mammoth Mountain, regardless of the fact that he lived in Inyo County; and for pilots, the loss of a simpler and more straight forward call for the several times the airport name is used in radio communication when flying into, out of, or near Bishop Airport.

The NIAAC gave Mr. Short (at the May 2022 meeting) the opportunity to suggest to his fellow proponents, to have the new terminal building (a future project at Bishop Airport) named for Dave McCoy instead. We found out at the recent meeting that this was rejected. After further discussion a motion was made to recommend retaining the name of Bishop Airport; it was seconded and unanimously approved.

I was truly surprised by the flat out rejection of what seemed to be a reasonable compromise. I find the move to change the airport name disrespectful of Dave McCoy and I urge the Inyo County Board of Supervisors to retain the name of Bishop Airport.

Respectfully,

Eileen Burger

# Agenda

## County of Inyo Board of Equalization

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

**NOTICE TO THE PUBLIC:** This meeting is accessible to the public both in person and via Zoom webinar. Individual Board members may participate remotely in accordance with applicable open meeting law requirements. In-person meetings will be conducted in accordance with local and State Department of Public Health orders and guidance and requirements of the California Division of Occupational Safety and Health (CalOSHA).

The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. 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.

### August 16, 2022

- 1:00 p.m.**
1. **ELECTION OF OFFICERS** – The Board will elect a Chairperson and Vice Chairperson of the Board of Equalization for calendar 2022.
  2. **MINUTE APPROVAL** – Request approval of the minutes of the Board of Equalization meeting of December 14, 2021.
  3. **OATHS** – The Assistant Clerk of the Board will administer oaths to all parties planning to provide testimony during today's proceedings, as well as anyone who will give evidence during the assessment appeal hearing.
  4. **ASSESSMENT APPEAL HEARING** to consider Assessment Appeal No. 2020-28, concerning Assessor Parcel No. 011-240-17, submitted by 151 Pioneer Ave LLC.
  5. **ADJOURN**

# MINUTES

# County of Inyo Board of EQUALIZATION

December 14, 2021

The Board of Equalization of the County of Inyo, State of California, met in regular session at the hour of 1:16 p.m., on Tuesday, December 14, 2021, in the Board of Supervisors Room, at the County Administrative Center, in Independence, with the following Board Members present via teleconference: Supervisor Jeff Griffiths, presiding, Dan Tothoroh, Rick Pucci, Jennifer Roeser, and Matt Kingsley. Also present: County Administrator Leslie Chapman, County Counsel John Vallejo, Deputy County Counsel Grace Chuchla, and Assistant Clerk of the Board Darcy Ellis.

- Approval of Minutes                      Moved by Supervisor Tothoroh and seconded by Supervisor Pucci to approve the minutes of the Board of Equalization meeting of December 7, 2021. Motion carried unanimously.
- Oaths                                      The Assistant Clerk of the Board administered oaths to Ms. Allison Krohn, Auditor-Appraiser with the Assessor's Office; and Mr. Gary Elrod, appellant.
- Assessment Appeal Hearing – No. 2020-10 – Denied                      The Board was set to consider Assessment Appeal No. 2020-10, concerning Assessor Parcel No. 5530100380, submitted by Alpine Signs. It was determined that despite being sent a notice of the hearing, nobody was in attendance to represent the appellants. Moved by Supervisor Tothoroh and seconded by Supervisor Kingsley to deny Assessment Appeal Application No. 2020-10, for failure to appear. Motion carried 4-1, with Supervisor Roeser voting no.
- Assessment Appeal Hearing – No. 2021-03 – Tentatively Denied                      The Assistant Clerk of the Board introduced and read Assessment Appeal No. 2021-03, concerning Assessor Parcel No. 0082800000, submitted by Gary Elrod. With the burden of proof on the appellant, Mr. Elrod made his case, referring to exhibits that had been submitted to the Board. Ms. Krohn and Deputy County Counsel Grace Chuchla then spoke on behalf of the Assessor. After additional questions posed to both the appellant and assessor, the Chair recessed the meeting so the Board could deliberate in private with County Counsel. The Chairperson reconvened the Board of Equalization meeting, with County Counsel Vallejo announcing that the Board made the tentative decision to deny the appeal and direct the Assessor's Office to draft Findings of Fact (requested by Mr. Elrod) that will be served to both the appellant and the Board.
- Adjournment                              The Chairperson adjourned the Board of Equalization meeting at 3:12 p.m.

\_\_\_\_\_  
*Chairperson, Inyo County Board of Equalization*

Attest: *LESLIE L. CHAPMAN*  
*Clerk of the Board*

by: \_\_\_\_\_  
*Darcy Ellis, Assistant*



7019 2280 0001 2877 0712

**ASSESSMENT APPEAL APPLICATION**

This form contains all of the requests for information that are required for filing an application for changed assessment. Failure to complete this application may result in rejection of the application and/or denial of the appeal. Applicants should be prepared to submit additional information if requested by the assessor or at the time of the hearing. Failure to provide information at the hearing the appeals board considers necessary may result in the continuance of the hearing or denial of the appeal. **Do not attach hearing evidence to this application.**

Mail to: Inyo County Clerk of the Board  
 County Administrative Center  
 P.O. Drawer N  
 Independence, CA 93526  
 Phone (760) 878-0373

APPLICATION NUMBER: Clerk Use Only  
 2020-28

**1. APPLICANT INFORMATION - PLEASE PRINT**

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL), BUSINESS, OR TRUST NAME  
 151 Pioneer Ave LLC

MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX)  
 2175 Salk Ave #300

CITY: Carlsbad STATE: CA ZIP CODE: 92008 DAYTIME TELEPHONE: ( ) ALTERNATE TELEPHONE: ( ) FAX TELEPHONE: ( )

**2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT if applicable - (REPRESENTATION IS OPTIONAL)**

NAME OF AGENT, ATTORNEY, OR RELATIVE (LAST, FIRST, MIDDLE INITIAL)  
 Keith Jameson

EMAIL ADDRESS  
 Keith.Jameson@ryan.com

COMPANY NAME  
 Ryan LLC

CONTACT PERSON IF OTHER THAN ABOVE (LAST, FIRST, MIDDLE INITIAL)

MAILING ADDRESS (STREET ADDRESS OR P. O. BOX)  
 PO BOX 4549

CITY: Carlsbad STATE: CA ZIP CODE: 92018 DAYTIME TELEPHONE: (949) 206-4503 ALTERNATE TELEPHONE: ( ) FAX TELEPHONE: ( )

**AUTHORIZATION OF AGENT**  AUTHORIZATION ATTACHED

The following information must be completed (or attached to this application - see instructions) unless the agent is a licensed California attorney as indicated in the Certification section, or a spouse, child, parent, registered domestic partner, or the person affected. If the applicant is a business entity, the agent's authorization must be signed by an officer or authorized employee of the business.

The person named in Section 2 above is hereby authorized to act as my agent in this application, and may inspect assessor's records, enter in stipulation agreements, and otherwise settle issues relating to this application.

SIGNATURE OF APPLICANT, OFFICER, OR AUTHORIZED EMPLOYEE TITLE DATE

**3. PROPERTY IDENTIFICATION INFORMATION**

Yes  No Is this property a single-family dwelling that is occupied as the principal place of residence by the owner?

ASSESSOR'S PARCEL NUMBER (if applicable): 011-240-17 ASSESSMENT NUMBER (if applicable): ACCOUNT NUMBER OR TAX BILL NUMBER (if applicable):

PROPERTY ADDRESS OR LOCATION: 151 Pioneer Ln Bishop CA DOING BUSINESS AS (DBA), if appropriate:

**PROPERTY TYPE**  SINGLE-FAMILY / CONDOMINIUM / TOWNHOUSE / DUPLEX  AGRICULTURAL  POSSESSORY INTEREST

MULTI-FAMILY/APARTMENTS: NO. OF UNITS \_\_\_\_\_  MANUFACTURED HOME  VACANT LAND

COMMERCIAL/INDUSTRIAL  WATER CRAFT  AIRCRAFT  OTHER: \_\_\_\_\_

BUSINESS PERSONAL PROPERTY/FIXTURES

4. VALUE	A. VALUE ON ROLL	B. APPLICANT'S OPINION OF VALUE	C. APPEALS BOARD USE ONLY
LAND	\$1,688,975	\$1,000,000	RECEIVED INYO COUNTY CLERK OF THE BOARD 2020 SEP 17 AM 11:41 See postmark DC
IMPROVEMENTS/STRUCTURES	\$8,219,687	\$4,000,000	
FIXTURES			
PERSONAL PROPERTY (see instructions)			
MINERAL RIGHTS			
TREES & VINES			
OTHER			
TOTAL	9,908,662	\$5,000,000	
PENALTIES (amount or percent)			

5. TYPE OF ASSESSMENT BEING APPEALED  Check only one. See instructions for filing periods

- REGULAR ASSESSMENT – VALUE AS OF JANUARY 1 OF THE CURRENT YEAR
  - SUPPLEMENTAL ASSESSMENT  
\*DATE OF NOTICE: \_\_\_\_\_ ROLL YEAR: \_\_\_\_\_
  - ROLL CHANGE  ESCAPE ASSESSMENT  CALAMITY REASSESSMENT  PENALTY ASSESSMENT  
\*DATE OF NOTICE: \_\_\_\_\_ \*\*ROLL YEAR: \_\_\_\_\_
- \*Must attach copy of notice or bill, where applicable      \*\*Each roll year requires a separate application**

6. REASON FOR FILING APPEAL (FACTS) See instructions before completing this section.

If you are uncertain of which item to check, please check "I. OTHER" and provide a brief explanation of your reasons for filing this application. The reasons that I rely upon to support requested changes in value are as follows:

- A. DECLINE IN VALUE
  - The assessor's roll value exceeds the market value as of January 1 of the current year.
- B. CHANGE IN OWNERSHIP
  - 1. No change in ownership occurred on the date of \_\_\_\_\_.
  - 2. Base year value for the change in ownership established on the date of \_\_\_\_\_ is incorrect.
- C. NEW CONSTRUCTION
  - 1. No new construction occurred on the date of \_\_\_\_\_.
  - 2. Base year value for the completed new construction established on the date of \_\_\_\_\_ is incorrect.
  - 3. Value of construction in progress on January 1 is incorrect.
- D. CALAMITY REASSESSMENT
  - Assessor's reduced value is incorrect for property damaged by misfortune or calamity.
- E. BUSINESS PERSONAL PROPERTY/FIXTURES. Assessor's value of personal property and/or fixtures exceeds market value.
  - 1. All personal property/fixtures.
  - 2. Only a portion of the personal property/fixtures. Attach description of those items.
- F. PENALTY ASSESSMENT
  - Penalty assessment is not justified.
- G. CLASSIFICATION/ALLOCATION
  - 1. Classification of property is incorrect.
  - 2. Allocation of value of property is incorrect (e.g., between land and improvements).
- H. APPEAL AFTER AN AUDIT. Must include description of each property, issues being appealed, and your opinion of value.
  - 1. Amount of escape assessment is incorrect.
  - 2. Assessment of other property of the assessee at the location is incorrect.
- I. OTHER
  - Explanation (attach sheet if necessary) \_\_\_\_\_

7. WRITTEN FINDINGS OF FACTS ( \$ 160 per parcel )

- Are requested.     Are not requested.

8. THIS APPLICATION IS DESIGNATED AS A CLAIM FOR REFUND See instructions.

- Yes     No

**CERTIFICATION**

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief and that I am (1) the owner of the property or the person affected (i.e., a person having a direct economic interest in the payment of taxes on that property – "The Applicant"), (2) an agent authorized by the applicant under item 2 of this application, or (3) an attorney licensed to practice law in the State of California, State Bar Number \_\_\_\_\_, who has been retained by the applicant and has been authorized by that person to file this application.

SIGNATURE (Use Blue Pen - Original signature required on paper-filed application)

SIGNED AT (CITY, STATE)  
Irvine, CA

DATE  
9/14/20

NAME (Please Print)

Keith Jameson

FILING STATUS (IDENTIFY RELATIONSHIP TO APPLICANT NAMED IN SECTION 1)

- OWNER     AGENT     ATTORNEY     SPOUSE     REGISTERED DOMESTIC PARTNER     CHILD     PARENT     PERSON AFFECTED
- CORPORATE OFFICER OR DESIGNATED EMPLOYEE

**LETTER OF AUTHORIZATION  
FOR PROPERTY TAX REPRESENTATION**

151 Pioneer Ave LLC

Property Owner

APN: 011-240-17

Subject Property

Inyo County, CA

Jurisdiction and State

2020


Calendar Years

This letter authorizes Ryan, LLC and its affiliate, Ryan Tax Compliance Services, LLC to represent the above-named property as its property tax agent in the jurisdiction and state named above. This authorization includes but is not limited to: filing property renditions or returns; signing and filing appeals; examining all property tax records; and, appearances before the assessor, boards of equalization or review, or other governmental agencies responsible for the assessment of property.

If there are any questions concerning this authorization please contact the following: **Ryan LLC, Keith Jameson, P.O. Box 4549, Carlsbad CA 92018, (949)206-4503, Keith.Jameson@ryan.com**

This authorization shall remain effective as long as permitted by law or until revoked in writing by the owner.

Property Owner:

	NAVEED HAKIM	9/14/20
Signature	Printed Name	Date
MANAGER	(714) 473-2536	
Title	Phone Number	

I certify that the signature above is a true and correct signature provided as a duly appointed officer or authorized employee of the above referenced company. If a copy of this form is being submitted, I will produce the original form with original signature upon request. If a completed application for changed assessment is attached to this authorization, I certify that a copy has been forwarded to applicant named in this application.

RYAN, LLC.

By:  \_\_\_\_\_

Date: 9-15-20 \_\_\_\_\_

Plum Healthcare  
Bishop Care Center  
151 Pioneer Ln, Bishop, CA 93514



2280 0001 2877 6912

9/17



300 Spectrum Center Drive  
Suite 1060  
Irvine, California 92618

INYO COUNTY  
CLERK OF THE BOARD  
P. O. DRAWER N  
INDEPENDENCE, CA 93526

N

**DECLARATION OF SERVICE**

I am employed in the County of Inyo, I am over the age of 18 years and I am not a party to the within entitled action. My business address is **P.O. Box N, Independence, CA 93526**.

On **June 17, 2022**, I served the foregoing document(s) described as follows:

**LETTER NOTIFYING TAXPAYER/AUTHORIZED AGENT OF TAX ASSESSMENT APPEAL  
HEARING; HEARING DATE CONFIRMATION NOTICE**

on the following parties in said action, as shown below,

**151 PIONEER AVE LLC  
C/O KEITH JAMES AT RYAN LLC  
P.O. BOX 4549  
CARLSBAD, CA 92008**

by the following means:

- (By Mail) I personally deposited said envelope(s) with the United States Postal Service at **Independence**, California, with first class postage thereon fully prepaid.
  
- (By Mail) I deposited such envelope(s) in the mail at **Independence**, California. I am readily familiar with the County's practice whereby the mail, after being placed in a designated area, is given the appropriate first class postage and is deposited with the United States Postal Service on that same day.
  
- (By Certified Mail) I personally deposited said envelope(s) with the United States Postal Service at **Independence**, California, with first class postage thereon fully prepaid.
  
- (By e-mail) to all e-mail addresses on the Service List attached.
  
- (By Personal Service) I caused such envelope(s) to be delivered personally to the office(s) of addressee(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED:

6/17/22

  
\_\_\_\_\_  
Darcy Ellis, Assistant Clerk  
Inyo County Board of Equalization



EL CAMINO SIERRA

## BOARD OF EQUALIZATION COUNTY OF INYO

P. O. BOX N • INDEPENDENCE, CALIFORNIA 93526  
TELEPHONE (760) 878-0373  
e-mail: dellis@inyocounty.us

MEMBERS OF THE BOARD  
DAN TOTHEROH  
JEFF GRIFFITHS  
RICK PUCCI  
JENNIFER ROESER  
MATT KINGSLEY

LESLIE L. CHAPMAN  
*Clerk of the Board*

DARCY ELLIS  
*Assistant Clerk of the Board*

June 17, 2022

151 Pioneer Ave LLC  
c/o Keith Jameson at Ryan LLC  
P.O. Box 4549  
Carlsbad, CA 92008

**Re: Assessor Parcel No. 011-240-17**

Dear Mr. Jameson,

Please be advised that your application (No. 2020-28) appealing the assessed valuation of the above referenced property has been set to be heard by the Inyo County Board of Equalization at 1 p.m. Tuesday, August 16, 2022, in the Board of Supervisors Room, located at the County Administrative Center at 224 N. Edwards, Independence, California.

This meeting is accessible to the public both in person and via Zoom webinar. Individual Board members may participate remotely in accordance with applicable open meeting law requirements. In-person meetings will be conducted in accordance with local and State Department of Public Health orders and guidance and requirements of the California Division of Occupational Safety and Health (CalOSHA).

The Zoom webinar is accessible to the public at <https://zoom.us/j/868254781>. 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.

If guidelines with regard to access to Board meetings change, you will be notified prior to your hearing.

At the date and time set forth above you must appear personally at the hearing or be represented by an agent who shall be thoroughly familiar with the facts pertaining to the matter before the Board. Any person, other than an attorney at law, purporting to act as an agent for you shall, prior to the hearing, file with the Clerk written authority, signed by you, to represent you at the hearing. An appearance by an officer or an employee of a corporate applicant or by a relative mentioned by Board of Equalization Rule 320 requires no written authorization. Failure to appear, personally or by an authorized agent, may result in your application being denied. If you are unable to attend the hearing as scheduled your application may be continued by the Board upon your showing of good cause. Good cause may be established only by a written statement signed by the applicant, or his authorized agent, setting forth the facts and circumstances explaining the inability to appear at the scheduled hearing. Such written declaration must be received by the Board of Equalization prior to the date and time of the scheduled hearing.

Denial of an application for lack of appearance of the applicant or his agent may be reconsidered when the applicant furnishes evidence of good cause for the failure to appear or to make a timely request for postponement and files a written request for reconsideration within a period not to exceed 60 days from the date of mailing of the notification of the denial due to lack of appearance.

Applicable law requires that you be provided notification of the following:

1. *The Board of Equalization is required to find taxable value of the property in question from the evidence presented at the hearing.*
2. *The Board of Equalization can raise as well as lower or confirm the assessment being appealed.*
3. *The application for a reduction in the assessment of a portion of an improved real property, or a portion of installations which are partially real property and partially personal property, may result in an increase in the unprotested assessment of the other portion or portions of the property which increase will offset, in whole or in part, any reduction in the protest assessment.*

Neither the Assessor, Clerk of the Board of Equalization, members of the Board of Equalization, nor the Board's legal staff can provide you with legal advice or representation concerning this matter. Questions concerning the Inyo County Assessor's valuation of the property in question can be directed to the County Assessor by contacting him at P.O. Box J, Independence, CA 93526, or by telephone at (760) 878-0302. The Application for Changed Assessment will be provided to the Board of Equalization, *without attachments*. You should be prepared to provide your evidence, including any evidence or explanations you attached to the Application, to the Board at the hearing.

**Please note that Inyo County charges a \$160 deposit per parcel for written findings of fact (the actual charge may be less or more).** Findings may be requested at any time prior to the beginning of your hearing and the fees for this service should be paid before the hearing, but in any case, prior to the end of your hearing. However, if you withdraw your request for findings of facts by the end of the hearing, any fees paid will be refunded by the clerk. Your request, if not designated on the appeal application, can be made in a separate written request to the clerk, or orally on record just prior to the start of your hearing.

Requests for continuances or other correspondence to the Board of Equalization should be addressed to: Clerk of the Board of Equalization, County of Inyo, P.O. Drawer N, Independence, CA 93526; or [dellis@inyocounty.us](mailto:dellis@inyocounty.us). The Clerk can be contacted at (760) 878-0373.

Included with this correspondence is a Hearing Date Confirmation Notice, which must be returned to the address listed in the above paragraph not less than 21 days prior to the indicated hearing date.

Sincerely,



Darcy Ellis,  
Assistant Clerk of the Board

de

xc: David Stottlemire, County Assessor  
John-Carl Vallejo, County Counsel

**COUNTY OF INYO  
BOARD OF  
EQUALIZATION**

P.O. Drawer N, Independence, CA 93526  
(760) 878-0373  
dellis@inyocounty.us

**HEARING DATE CONFIRMATION NOTICE**

*This confirmation notice must be returned not less than 21 days prior to the indicated hearing date. Mail or fax to the Clerk of the Board at the address shown.*

HEARING DATE AND TIME*	APPLICATION NUMBER(S)
HEARING LOCATION	
PARCEL OR ASSESSMENT NUMBER(S)	APPLICANT

\* SEVERAL APPLICATIONS MAY BE SET FOR HEARING AT THE SAME TIME, AND EACH WILL BE CONSIDERED AS SOON AS POSSIBLE IN THE ORDER LISTED ON THE AGENDA.

**Check one of the boxes below.**

I will be present on the scheduled hearing date.

Please bring 8 copies of any evidence you wish to present to the Assessment Appeals Board.

I request my right to a one-time postponement of my hearing to another hearing date. To schedule your hearing for a future date, please contact the Clerk of the Board at ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_.

I understand that if this is not my first postponement request, I must appear at the scheduled hearing to request another postponement and give reasonable cause to the appeals board. It is the sole discretion of the board to grant or deny this request. If denied, I must be prepared to proceed with the hearing as scheduled.

If you are requesting a postponement and the date of the currently scheduled hearing is within 120 days of the expiration of the two-year limitations period set by Revenue and Taxation Code section 1604(c), the Clerk will provide you with a waiver (form BOE-305-W) to indefinitely extend and toll the period in which your appeal is to be heard and decided.

I wish to withdraw my application. Withdrawals are final and will conclude any further action on the appeal. (Your attendance at the hearing is not required.)

I understand that my withdrawal may only be granted if the assessor has not provided me with a written notice of an intention to recommend an increase in the assessed value of the property. Additionally, the county Board can decide to review an assessment even though the Assessor and applicant may have agreed to withdraw the appeal.

I have signed a stipulation with the assessor's office. (Your attendance at the hearing is not required.)

**In order to ensure proper scheduling of assessment appeals hearings, you must complete and return this form not less than 21 days prior to the date of your hearing. Failure to return this confirmation notice may result in your case being removed from the agenda on the scheduled date. Failure to appear at the scheduled hearing by you or an authorized representative may result in your application being abandoned and denied for lack of appearance unless you have requested a postponement.**

**CERTIFICATION**

***I certify under penalty of perjury that I am the owner, or person authorized to sign on behalf of the owner, of the above referenced property.***

SIGNATURE 	DATE
PRINT NAME OF AUTHORIZED SIGNER	TITLE
COMPANY NAME	EMAIL ADDRESS

**FILING STATUS**

- OWNER  
  AGENT  
  ATTORNEY  
  SPOUSE  
  REGISTERED DOMESTIC PARTNER  
  CHILD  
  PARENT  
  PERSON AFFECTED  
 CALIFORNIA ATTORNEY, STATE BAR NUMBER: \_\_\_\_\_  
  CORPORATE OFFICER OR DESIGNATED EMPLOYEE



**DEPARTMENT OF CALIFORNIA HIGHWAY PATROL**

469 South Main Street  
Bishop, CA 93514  
(760) 872-5150  
(800) 735-2929 (TT/TDD)  
(800) 735-2922 (Voice)



July 29, 2022

File No.: 825.15097.20010

RECEIVED

AUG 8 2022

Inyo County Administrator  
Clerk of the Board

Inyo County Board of Supervisors  
P O Drawer N  
Independence, CA 93526

Dear Board of Supervisors:

The enclosed report is submitted pursuant to Health and Safety Code Section 25180.7 (Proposition 65). The report documents information regarding the release of hazardous material which could cause substantial injury to the public health and safety. The report is submitted on behalf of all designated employees of the Department of California Highway Patrol.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Kight".

J. KIGHT, Captain  
Commander  
Bishop Area

Enclosure



**HAZARDOUS MATERIALS INCIDENT REPORT**

CHP 407E (Rev. 3-15) OPI 062 Refer to HPM 84.2, Chapter 2

<b>OES CONTROL NUMBER</b> 22-4316	<b>COLLISION REPORT</b> <input checked="" type="checkbox"/> Yes NUMBER 9825-2022-00229 <input type="checkbox"/> No
--------------------------------------	---

<b>HAZMAT CASUALTIES</b>	<b>NO. EXPOSED/DECONNED</b>	<b>NO. INJURED</b>	<b>NO. KILLED</b>	<b>CITY</b>	<b>JUDICIAL DISTRICT</b>	<b>PHOTOGRAPHS BY</b> <input type="checkbox"/> NONE
AGENCY PERSONNEL	0	0	0	Inyo	Inyo Superiori	Officer C. Burke #22270
OTHERS	0	0	0	<b>COUNTY</b>	<b>NCIC</b>	<b>HAZMAT PLACARDS DISPLAYED</b>
				Inyo	9825	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

<b>INCIDENT DATE (MM/DD/YYYY)</b> 07/29/2022	<b>INCIDENT TIME</b> 1725 HOURS	<b>TIME CALTRANS/COUNTY ROADS NOTIFIED</b> 1732 HOURS	<b>TIME O.E.S. NOTIFIED</b> 2138 HOURS	<b>STATE HIGHWAY RELATED</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	------------------------------------	--	---	---

**INCIDENT OCCURRED ON**  
**SR-168**

AT INTERSECTION WITH **Death Valley Road**  
 OR East of

**MILEPOST INFORMATION**  
600.00 feet East of 22.50

**GPS COORDINATES**  
LATITUDE **37.212121°** LONGITUDE **-118.238900°**

<b>NAME (FIRST, MIDDLE, LAST)</b> Jose Pablo Valencia	<b>DRIVER'S LICENSE NUMBER</b> C1618812	<b>STATE</b> CA	<b>VEH. YEAR</b> 2012	<b>MAKE</b> FRHT	<b>LICENSE NUMBER</b> YP25041	<b>STATE</b> CA
--	--	--------------------	--------------------------	---------------------	----------------------------------	--------------------

<b>STREET ADDRESS</b> 4114 KAYLAIN AVE	<b>VEH. YEAR</b> 2020	<b>MAKE</b> UTL TRLR	<b>LICENSE NUMBER</b> 4UD4261	<b>STATE</b> CA
---	--------------------------	-------------------------	----------------------------------	--------------------

<b>CITY/STATE/ZIP CODE</b> BAKERSFIELD, CA 93313	<b>VEH. YEAR</b>	<b>MAKE</b>	<b>LICENSE NUMBER</b>	<b>STATE</b>
---	------------------	-------------	-----------------------	--------------

<b>HOME PHONE</b> (661) 378-6479	<b>BUSINESS PHONE</b> NONE	<b>CARRIER NAME</b> DANY O TRUCKING
-------------------------------------	-------------------------------	--

**HAZMAT IDENTIFICATION SOURCES (CHECK ALL THAT APPLY)**

On-site fire services  Chemtrec  
 Private info source  Poison Control Center  
 Off-site fire services  Safety Data Sheet  
 On-site non-fire services  Placards/Signs  
 Off-site non-fire services  Shipping papers  
 Computer software  Emergency Response Guidebook  
 Chemist  No reference material used  
 Other Driver

**REGISTERED OWNER**  SAME AS DRIVER  
DANY O TRUCKING

**OWNER'S ADDRESS**  SAME AS DRIVER  
7108 SANDRINILLA ST. BAKERSFIELD, CA 93313

**VEHICLE IDENTIFICATION NUMBER**  
1FUBGKBG7CLBN6464

<b>VEHICLE TYPE</b> 25	<b>CA NUMBER</b> 33	<b>DOT NUMBER</b> 385620	<b>DOT NUMBER</b> 1154957
---------------------------	------------------------	-----------------------------	------------------------------

<b>CHEMICAL/TRADE NAME</b> Diesel fuel	<b>UN NUMBER</b> 1993	<b>DOT HAZARD CLASS</b> 3	<b>QUANTITY RELEASED (LBS., GAL., ETC.)</b> 75 GAL.	<b>EXTENT OF RELEASE</b> Outside vehicle	<b>PHYSICAL STATE STORED</b> Liquid	<b>PHYSICAL STATE RELEASED</b> Liquid
---	--------------------------	------------------------------	--	---	--	--

<b>CONTAINER TYPE</b> Vehicular fuel tank	<b>CONTAINER CAPACITY (LBS., GAL., ETC.)</b> 140 GAL.	<b>CONTAINER MATERIAL</b> Aluminum/Aluminum alloys	<b>LEVEL OF CONTAINER</b> Above ground
--	--	---	---

<b>CHEMICAL/TRADE NAME</b>	<b>UN NUMBER</b>	<b>DOT HAZARD CLASS</b>	<b>QUANTITY RELEASED (LBS., GAL., ETC.)</b>	<b>EXTENT OF RELEASE</b>	<b>PHYSICAL STATE STORED</b>	<b>PHYSICAL STATE RELEASED</b>
----------------------------	------------------	-------------------------	---	--------------------------	------------------------------	--------------------------------

<b>CONTAINER TYPE</b>	<b>CONTAINER CAPACITY (LBS., GAL., ETC.)</b>	<b>CONTAINER MATERIAL</b>	<b>LEVEL OF CONTAINER</b>
-----------------------	--	---------------------------	---------------------------

<b>PROPERTY USE</b> State Highway	<b>SURROUNDING AREA</b> Open land	<b>PROPERTY MANAGEMENT</b> State
--------------------------------------	--------------------------------------	-------------------------------------

<b>RELEASE FACTORS</b> Collision/Overturn	<b>EQUIPMENT TYPE INVOLVED</b> Vehicle fuel system	<b>HAZMAT CONFIRMED</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
--	---	--

<b>CITATION ISSUED OR COMPLAINT TO BE FILED</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not determined	<b>PRIMARY CAUSE OF INCIDENT</b> <input checked="" type="checkbox"/> Violation 22107 V.C.	<b>OTHER HAZARDOUS MATERIALS VIOLATIONS (NON-CAUSATIVE)</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	--	--

Other Code violation

Other cause

Yes  No WEATHER Clear

**DID WEATHER CONTRIBUTE TO CAUSE OR SEVERITY OF INCIDENT?**

Yes  No WEATHER Clear

**ELEMENTS (OUTLINE THE FOLLOWING ON A CHP 556. INCLUDE ADDITIONAL INFORMATION AS NECESSARY)**

Sequence of events  Evacuation details  Cleanup actions  CHP On-scene Personnel (name, rank, ID number, function, exposure, hours)  
 Road closures  Environmental impact  Actions of other agencies

**COMPLETE THE FOLLOWING**

Incident Action Plan  Site Safety Plan  Proposition 65 Letters: County Health/County Board of Supervisors

**DATE AND TIME SCENE DECLARED SAFE** BY WHOM (NAME, TITLE AND AGENCY)  
Pending HOURS to be added on supplemental CHP 556.

<b>PREPARER'S NAME, RANK, AND ID NUMBER</b> B. Gentry, Sergeant, 20010	<b>DATE</b> 07/30/2022	<b>REVIEWER'S NAME, RANK, AND ID NUMBER</b>	<b>DATE</b>
---	---------------------------	---	-------------