INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

DENELLE CARRINGTON
ACTING COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD

AGENDA

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

NOTICES TO THE PUBLIC: (1) This meeting is accessible to the public both in person and, for convenience, via Zoom webinar. 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 may do so 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. Remote participation for members of the public is provided for convenience only. In the event that the remote participation connection malfunctions for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access. Regardless of remote access, written public comments, limited to 250 words or fewer, may be emailed to the Assistant Clerk of the Board at boardclerk@inyocounty.us. **(2)** 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). **(3)** 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).

REGULAR MEETING
October 7, 2025
8:30 A.M.

1) **Public Comment on Closed Session Item(s)**
Comments may be time-limited

CLOSED SESSION

2) **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6 –** Regarding employee organizations: Deputy Sheriff's Association (DSA); 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 Nate Greenberg, Assistant Administrative Officer Denelle Carrington, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, and Assistant County Counsel Christy Milovich.

3) **Public Employment – Pursuant to Government Code §54957 –** Title: County Administrator.

4) **Public Employee Evaluation – Pursuant to Government Code § 54957 –** Title: Acting County Administrative Officer

OPEN SESSION

(With the exception of timed items, which cannot be heard prior to their scheduled time, all open-session items may be considered at any time and in any order during the meeting in the Board's discretion.)

10 A.M.

5) Pledge of Allegiance

6) Report on Closed Session as Required by Law

7) Public Comment
Comments may be time-limited

8) County Department Reports

CONSENT AGENDA

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

9) Approval of Minutes from the September 23 and September 26 Board of Supervisors Meetings
Clerk of the Board | Assistant Clerk of the Board

Recommended Action:
Approve the minutes from the regular Board of Supervisors meeting of September 23 and the special meeting of September 26.

10) Request from Inyo Fish and Wildlife Commission to Provide Funding Support to Wildcare Eastern Sierra
Clerk of the Board | Assistant Clerk of the Board

Recommended Action:
Approve a $5,000 expenditure from the Fiscal Year 2025-2026 Fish and Game Budget to Wildcare Eastern Sierra to reimburse for direct care costs for food, supplies, medicine, and medical supplies.

11) Modification to the County's Self-Insured Retention for General Liability
County Administrator - Risk Management | Aaron Holmberg

Recommended Action:
Authorize an increase in the county's self-insured retention (SIR) for general liability from $250,000 per occurrence, offense, or wrongful act, to $500,000 per occurrence, offense, or wrongful act, starting Fiscal Year 2026-2027, subject to PRISM underwriting approval, per policy established with 2025-454 of the June 24, 2025 meeting of the Board.

12) Annual Adjustment to Environmental Health Fee Schedule
Environmental Health | Jerry Oser

Recommended Action:
Adopt the revised Environmental Health Fee Schedule for calendar year 2026, reflecting a 3.2% CPI-U/COLA (cost-of-living) adjustment.

13) Temporary Closure of Tinnemaha Road/Old Highway 395 for Sierra Nevada Bighorn Sheep Demographic Studies

Public Works | Michael Errante

Recommended Action:
Approve the temporary closure of Tinnemaha Road (Old Highway 395) approximately 6 miles south of Aberdeen with detours between U.S. 395 and Black Rock Springs Road from October 15-18, 2025 for the purpose of the California Department of Fish and Wildlife's annual Sierra Bighorn Sheep monitoring program.

REGULAR AGENDA - MORNING

14) Presentation from Public Risk Innovation Solutions Management (PRISM) on the Value of the County's Membership

County Administrator - Risk Management | Aaron Holmberg
20 minutes (10 minute Presentation / 10 minute Discussion)

Recommended Action:
Receive a brief presentation from Public Risk Innovation Solutions Management (PRISM) on the value of the County's membership in PRISM and the state of the insurance market for public entities.

15) Legislative Update with The Ferguson Group

County Administrator | Jeremiah Van Auken
15 minutes

Recommended Action:
Receive presentation/update from Jeremiah Van Auken and Kristi More, of The Ferguson Group, on legislative issues relevant to Inyo County.

16) Update from Southern Inyo Hospital and Consideration of a Loan

County Administrator/Auditor-Controller/Treasurer-Tax Collector | Amy Shepherd, Denelle Carrington
10 minutes (5min. Presentation / 5min. Discussion)

Recommended Action:

A) Receive a presentation from Southern Inyo Hospital District regarding its current financial situation and status of the hospital; and
B) Consider a potential loan arrangement from the County to Southern Inyo Hospital and direct staff to draft loan documents accordingly.

17) United States Geological Survey Joint Funding Agreement

Planning Department | Cathreen Richards
2 minutes

Recommended Action:
Ratify and approve the Joint Funding Agreement (JFA) with the United States Geological Survey (USGS) for wells and springs monitoring in the Amargosa Desert in the amount of $8,000 for the period of October 1, 2025 through September 30, 2026 and authorize the Chairperson to sign.

18) Contract with Crossroads Recovery Center

Health & Human Services | Anna Scott
5 minutes

Recommended Action:
Ratify and approve the contract between the County of Inyo and Crossroads Recovery Center for the provision of Opioid remediation activities in an amount not to exceed $100,000 for the period of October 1, 2025 through June 30, 2026, and authorize the Health and Human Services Director to sign.

19) Community Services Solutions Contract

Health & Human Services | Anna Scott
5 minutes

Recommended Action:

A) Declare Community Service Solutions a sole-course provider for In-Home Supportive Services (IHSS) Registry, Employer of Record, and Labor Union Negotiations Service;
B) Ratify and approve the contract between the County of Inyo and Community Service Solutions for the provision of an IHSS Registry and Employer of Record Services in an amount not to exceed $570,000 for the period of October 1,2025 through June 30, 2028, contingent upon the Board's adoption of future budgets; and
C) Authorize the Health and Human Services Director to sign.

20) Intergovernmental Agreement (IA) DMC - 25-50087 Performance Contract for Drug Medi-Cal Services for 2025-2026

Health & Human Services - Behavioral Health | Anna Scott
5 minutes

Recommended Action:
Ratify and approve the agreement between the County of Inyo and the Department of Health Care Services (DHCS) of Sacramento, CA for the provision of Drug Medi-Cal services for the period of July 1, 2025 through December 31, 2026, and authorize the Health and Human Services Director to sign the Standard Agreement and Contractor Certification Clauses and fill out and sign the Certification Regarding Lobbying Attachment via DocuSign.

LUNCH

21) The Board will recess for lunch and reconvene for the afternoon session.

REGULAR AGENDA - AFTERNOON

22) Environmental Justice Element Workshop
Planning Department | Danielle Visuano

Recommended Action:
Receive a presentation from the Planning Department staff on the draft Environmental Justice Element, which will be proposed for future adoption into the Inyo County General Plan.

23) Update from the UC Cooperative Extension Community Economic Development Advisor
County Administrator | Aaron Wilcher
15 minutes

Recommended Action:
Receive an update from the UC Cooperative Extension Community Economic Development Advisor.

24) Delegate Road Restriction and Closure Authority/ Temporarily Decrease Weight Limit on Brockman Lane
Public Works | Michael Errante

Recommended Action:
A) Approve Resolution No. 2025-36, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Delegating Authority to the Inyo County Road Commissioner to Close or Restrict the Use of County Highways Pursuant to Streets and Highways Code sections 942.5 and 942.6," and authorize the Chairperson to sign; and
B) Approve Resolution No. 2025-37, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Temporarily Lowering the Weight Limit on Brockman Lane from Highway 395 to Highway 168, Line Street, to 10,000 Pounds," and authorize the Chairperson to sign.

ADDITIONAL PUBLIC COMMENT & REPORTS

25) Public Comment
Comments may be time-limited

26) Board Member and Staff Reports
Receive updates on recent or upcoming meetings and projects

CORRESPONDENCE - INFORMATIONAL

27) California Department of Alcoholic Beverage Control - Application for stock transfer of off-sale general license from R & R Olancha Petroleum, Inc. for Olancha Mobil Mart.

28) **California Department of Alcoholic Beverage Control -** On-Sale Beer and Wine - Eating license application from McNeal Enterprises LLC for Death Valley Tacos in Tecopa.

29) **California Fish and Game Commission -** Revised agenda for the October 8-9, 2025 meeting being held in Sacramento and via Zoom.

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DARCY ISRAEL
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

October 7, 2025

Reference ID: 2025-664

Approval of Minutes from the September 23 and September 26 Board of Supervisors Meetings

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Clerk of the Board	Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve the minutes from the regular Board of Supervisors meeting of September 23 and the special meeting of September 26.

BACKGROUND / 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.

FISCAL IMPACT:

There is no financial impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board may request changes or edits, or decline to approve but the latter option is not recommended.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Hayley Carter	Created/Initiated - 09/25/2025
Darcy Israel	Final Approval - 09/25/2025

ATTACHMENTS:

1. Draft September 23, 2025 Minutes
2. Draft September 26, 2025 Minutes - Special Meeting

MINUTES

County of Inyo
Board of Supervisors

September 23, 2025

The Board of Supervisors of the County of Inyo, State of California, met in regular session at the hour of 8:32 a.m., on September 23, 2025, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Scott Marcellin, presiding, Will Wadelton, Jeff Griffiths, Jennifer Roeser and Trina Orrill. Also present: County Administrator Nate Greenberg, County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Israel.

Pledge of Allegiance

Supervisor Griffiths led the Pledge of Allegiance.

Presentation – Outside Agency

The Public Information Office Chief for Caltrans District 9, Christopher Andriessen, provided updates on current and upcoming highway projects throughout the County.

Public Comment I

The Chairperson asked for public comment related to items not calendared on the agenda and public comment was received from Lauralyn Hundley and Linda Chaplin.

County Department Reports

Public Works Director Mike Errante informed the Board that the department has identified the need to replace the bridge on Brockman Lane and will be initiating plans to address the necessary repairs.

Clerk of the Board – Approval of Minutes

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve the minutes from the regular Board of Supervisors meeting of September 9, 2025. Motion carried unanimously.

HHS-Health & Prevention – Health Net Community Solutions Inc. Data Sharing Agreement

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve the Data Sharing Agreement between the County of Inyo Health and Human Services and Health Net Community Solutions, Inc. for the provision of data sharing between the County and Medi-Cal Managed Care Plan (MCP), and authorize the Health and Human Services Director to sign, contingent upon all appropriate approvals being obtained. Motion carried unanimously.

Public Works-Recycling & Waste Management – Waiver of Solid Waste Disposal Fees

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve a waiver of solid waste disposal and gate fees up to $100 for trash and litter removed at the Lower Owens River Clean-Up event, November 1, 2025. Motion carried unanimously.

Public Works – Temporary Road Closure

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to approve the temporary closure of Luring Lane adjacent to Ranch Road in Bishop to allow Roadway Construction Service to replace a deteriorated power pole on September 24, 2025. Motion carried unanimously.

Public Works – Four Point Engineering Contract

Moved by Supervisor Roeser and seconded by Supervisor Wadelton to:

A) Award the contract for the Laws, Independence, and Lone Pine Water Meter Replacement Project to Four Point Engineering of Wellington, NV as the successful bidder;
B) Approve the construction contract between the County of Inyo and Four Point Engineering of Wellington, NV in the amount of $358,342.00, and authorize the Chairperson to sign; and
C) Authorize the Public Works Director to execute all other project contract documents, including contract change orders, to the extent permitted by Public Contract Code Section 20142 and other applicable laws.

DRAFT

Motion carried unanimously.

CAO-Personnel – Inyo County Vacancies

Chairperson Marcellin opened a public hearing at 9:35 a.m. and Assistant Personnel Director Keri Oney provided a brief overview and status report on the County's vacancies, recruitment and retention efforts pursuant to California Government Code §3502.3 - formerly known as Assembly Bill 2561.

The Chairperson asked if there was anyone wishing to speak and public comment was received from Linda Chaplin and Lauralyn Hundley. The Chairperson closed the public hearing at 10:01 a.m.

Recess/Reconvene

The Chairperson recessed the meeting for a break at 10:01 a.m. and reconvened the meeting at 10:13 a.m. with all Board members present.

CAO – Adoption of FY 25-26 Final Board Approved Budget & Reso. No. 2025-33

CAO Greenberg provided a summary of the Final Approved Budget for Fiscal Year 2025–2026, highlighting the Board-directed modifications to the County Administrative Officer's Recommended Budget that were formally adopted during the September 9 Board meeting.

The Chairperson asked if there was anyone wishing to speak and public comment was received from Matt Kingsley.

Board members discussed the unfolding crisis affecting District 5 residents and county visitors - h the potential bankruptcy of Southern Inyo Hospital - and whether it warranted a budget adjustment to support a possible County loan or intervention.

CAO Greenberg briefed the Board on ongoing efforts to gather information, provided information on the special emergency hospital board meeting scheduled for tonight, and recommended delaying any decisions until further details emerge. Auditor-Controller Amy Shepherd and County Counsel Vallejo answered Board member questions. The Board concurred that pausing was the most prudent course of action and acknowledged that a special meeting may need to be convened promptly thereafter.

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to:

A) Adopt the Fiscal Year 2025-2026 as recommended by the County Administrator and as amended, and as directed on September 9, 2025;
B) Approve Resolution No. 2025-33, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Adopting a Final Budget for Fiscal Year 2025-2026," and authorize the Chairperson to sign; and
C) Approve all associated job descriptions and direct staff to update the publicly available salary schedule.

Motion carried unanimously.

Public Works – Bishop Fire Well Emergency Repair Budget Amendment

Moved by Supervisor Griffiths and seconded by Supervisor Roeser to:

A) Amend the Fiscal Year 2025-2026 Bishop Airport Budget 150100 as follows: increase estimated revenue in Operating Transfers In Revenue Code 4998 by $75,000 and increase appropriation in Construction in Progress Object Code 5700 by $75,000 *(4/5ths vote required);*
B) Amend the Fiscal Year 2025-2026 General Revenues and Expenditures Budget 011900 as follows: increase appropriation in Operating Transfers Out Code 5801 by $75,000 and reduce the General Fund Contingencies Budget 087100 Contingencies Object Code 5901 by $75,000 *(4/5ths vote required);* and
C) Find that the situation constitutes an emergency project pursuant to California Public Contract Code Section 20134.

Motion carried unanimously.

Board of Supervisors – Seth Tait Memorial Plaque at Spainhower Park

CAO Greenberg explained that a request had been made, per County Policy, to place a memorial plaque on the gazebo at Spainhower Park in Lone Pine in honor of Seth Tait, a beloved community member who recently lost his life in a tragic automobile accident. Greenberg explained that Mr. Tait was responsible for helping to construct the gazebo as

part of his Eagle Scout project.

Supervisor Wadelton noted the overwhelming outpouring of support from community members, sharing that numerous heartfelt letters had been received in support of the plaque request. He also expressed his gratitude to Ignacio "Nacho" Saldana for generously crafting the memorial plaque.

Supervisor Roeser said, “I’m just so grateful to have known him and what an incredible young man he was.”

The Assistant Clerk of the Board Israel noted for the record that staff went through the checklist and policy and agree that the request meets all of the criteria for plaque placement on County property.

Supervisor Marcellin said, “It is an honor to put a plaque up on the gazebo that he built.”

Moved by Supervisor Wadelton and seconded by Supervisor Roeser to approve the request to place a memorial plaque at the Spainhower Park gazebo in Lone Pine in honor of the late Seth Tait. Motion carried unanimously.

Agricultural Commissioner – 2024 Crop and Livestock Report

Agricultural Commissioner Nathan Reade provided a presentation on the 2024 Inyo and Mono Counties Crop and Livestock Report and answered Board member questions.

Treasurer-Tax Collector – Treasury Oversight Committee Membership & Reso. No. 2025-34

Moved by Supervisor Griffiths and seconded by Supervisor Orrill to:

A) Accept the resignation of Chief Damon Carrington as a Member of the Treasury Oversight Committee;
B) Rescind the appointment of Chief Damon Carrington to the Treasury Oversight Committee; and
C) Adopt the attached Resolution No. 2025-34 appointing Alisha McMurtrie to the vacant seat on the Treasury Oversight Committee, titled, "Resolution Rescinding Appointment and Confirming Other Appointment to the Treasury Oversight Committee," and authorize the Chairperson to sign.

Motion carried unanimously.

Planning Department – ZTA 2025-02/Kennels & Ord. 1323

Planning Director Cathreen Richards provided the Board with a brief presentation on the proposed changes in County Code regarding the definition of kennels. County Counsel Vallejo noted a clerical error in Subsection IV of the proposed Ordinance and said it should include the following: **SECTION IV.** Subsection 18.22.040(E) of the Inyo County Code is superseded and replaced in its entirely with the following: 18.22.040 (E) Commercial Kennels.

Chairperson Marcellin opened the public hearing at 11:46 a.m. and, with nobody wishing to speak, closed the public hearing at 11:47 a.m.

Moved by Supervisor Griffiths and seconded by Supervisor Wadelton to:

A) Approve, with corrections, Ordinance 1323 titled, "An Ordinance of the Inyo County Board of Supervisors Amending Section 18.06.305 of the Inyo County Code Pertaining to the Definition and Title Kennel and Amending Subsections 18.21.040(F), 18.22.040(E), and 18.49.020(L) of the Inyo County Code Pertaining to the Title Kennel and Amending Section 18.12.020 and Subsection 18.12.040 of the Inyo County Code Pertaining to Zoning Requirements for Kennels;"
B) Find the project is exempt from the California Environmental Quality Act (CEQA) pursuant to the Commonsense Exemption 15061(b)(3) on the basis that it has no potential to cause a significant effect on the environment; and
C) Waive further reading of and enact said ordinance.

Motion carried unanimously.

Planning Department – Zone Reclassification

Planning Director Richards provided the Board with a presentation on Zone Reclassification 2025-04 regarding Eastside Vistas.

No. 2025-04/Eastside Vistas & Ord. 1324

The Chairperson opened a public hearing at 12:01 p.m. and asked if there was anyone wishing to provide comment. With no one wishing to speak, the Chairperson closed the hearing at 12:03 p.m.

The Board expressed appreciation to Ms. Richards and the Planning Commission, and Ms. Richards tipped her hat to the applicant for paving the way for additional housing and the elimination of an eyesore.

Moved by Supervisor Orrill and seconded by Supervisor Wadelton to:

A) Approve Ordinance 1324, enacting the Zone Reclassification titled, “An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Approving Zone Reclassification No. 2025-04/Eastside Vistas and Amending the Zoning Map of the County of Inyo by Rezoning an Approximate 1.95-Acre Parcel Located East of the Bishop Plaza (APN 010-301-28) from Multiple Residential with a 2-Acre Minimum (R3-2) to One Family Residences 3,400 Square-Foot Minimum (R1-3,400);"
B) Make all the necessary findings as stated in the staff report and ordinance, including that ZR 2025-04 is exempt from the California Environmental Quality Act (CEQA) pursuant to the Commonsense Exemption 15061(b)(3) that CEQA applies only to projects which have the potential to cause a significant effect on the environment; and
C) Waive further reading of and adopt the proposed ordinance.

Motion carried unanimously.

CAO – Establishment of Fees/Ord. 1325 & Reso. No. 2025-35

Deputy CAO Meaghan McCamman provided an overview to the Board regarding map checking fees needing to be updated to cover actual County costs. Assistant Clerk of the Board Israel noted the resolution number provided on the published agenda should be 2025-35.

Chairperson Marcellin opened a public hearing at 12:10 p.m. and, with nobody wishing to speak, closed the hearing at 12:12 p.m.

Moved by Supervisor Orrill and seconded by Supervisor Griffiths to:

A) Waive further reading and adopt proposed Ordinance 1325, titled, "An Ordinance of the Inyo County Board of Supervisors Adding Section 16.28.120 to the Inyo County Code Pertaining to the Establishment of Fees for Record of Survey Reviews by the County Surveyor;" and
B) Adopt Resolution No. 2025-35, titled, "Resolution of the Inyo County Board of Supervisors Adopting and Increasing Fees for Map Checking Services Provided by and through the Inyo County Department of Public Works," and authorize the Chairperson to sign.

Motion carried unanimously.

Public Comment II

Chairperson Marcellin asked for public comment related to items not calendared on the agenda and there was no one wishing to speak.

Board Member & Staff Reports

Supervisor Roeser reported attending the annual Rural County Representatives of California (RCRC) conference and expressed appreciation to staff for assembling a gift basket showcasing Inyo County for the event’s charity auction. She also participated in a Community Service District meeting, the 9/11 Memorial Stair Climb at the fairgrounds, and a memorial for Charlie Kirk at Bishop City Park. Roeser thanked CAO Greenberg for his valuable technical support during a recent webinar. Supervisor Roeser thanked CAO Greenberg for an excellent panel discussion at RCRC on A.I. and said he did a great job.

Supervisor Wadelton said he attended the RCRC conference and announced the upcoming EMT course in Lone Pine, set to begin September 18. He reported on the first annual kids’ chess tournament, the Olancha Days potluck, and the Pischel Memorial Golf Tournament – all held last weekend. He noted plans to attend a special Southern Inyo Hospital Board meeting and a forthcoming discussion regarding the Tecopa Hot Springs Concessionaire agreement.

Supervisor Orrill reported attending the California State Association of Counties (CSAC) Board meeting in Sacramento, an Eastern Sierra Transit Authority meeting, and the RCRC

conference. Orrill said she plans to attend the Birchim Circuit Town Hall with Southern California Edison on September 5.

Supervisor Griffiths said he attended the CSAC Board meeting, the RCRC conference, and the Millpond Music Festival, will be traveling to Bridgeport for a Western Interstate Region Board meeting and attending the 25th anniversary dinner fundraiser for the Eastern Sierra Cancer Alliance. Supervisor Griffiths said he received feedback that Parks Manager Daniel Briceno and his team went above and beyond in preparing Millpond for the festival. He also noted the employee barbecue had the best turnout he's ever seen.

CAO Greenberg said he attended the RCRC Conference, participated in phone meetings with the Modoc County CAO, and joined the Millpond Music Festival. He expressed appreciation to Deputy CAO Meaghan McCamman, Rebecca Graves, Nate Reade, Jeff Thomson, and retired Ag Commissioner George Millovich for their support in organizing and cooking at the employee barbecue. CAO Greenberg also met with representatives from the High Sierra Energy Foundation, and then with Anna Scott and members of ICEMA, noting a target release date of January 1 for the final RFP. He shared that he has received multiple calls regarding the Southern Inyo Hospital District financial crisis and plans to attend a meeting on the matter tonight. Additionally, he assisted Deputy Personnel Director Oney with a full-day staff training on the new evaluation system and announced that Assistant CIO Abhilash Itharaju had launched the NeoGov permit system. During the meeting, Greenberg announced breaking news from Elaine Kabala, Director of ESCOG, that the County has been awarded a wildfire defense grant of over $4 million.

Supervisor Marcellin reported attending the RCRC Conference, the Millpond Film Festival, and the Hispanic Heritage Celebration in Bishop. He also plans to attend the upcoming Eastern Sierra Cancer Alliance fundraiser dinner.

Closed Session

Chairperson Marcellin recessed open session at 12:36 p.m. to convene in closed session with all Board members present to discuss the following item(s): No. 22 **Conference with County's Labor Negotiators – Pursuant to Government Code §54957.6 –** Regarding employee organizations: Deputy Sheriff's Association (DSA); 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 Nate Greenberg, Assistant Administrative Officer Denelle Carrington, Assistant Personnel Director Keri Oney, County Counsel John-Carl Vallejo, and Assistant County Counsel Christy Milovich; and No. 23 **Public Employee Performance Evaluation – Pursuant to Government Code §54957 –** Title: County Administrator.

Open Session

Chairperson Marcellin recessed closed session and reconvened the meeting in open session at 3:25 p.m. with all Board members present.

Report on Closed Session

Chairperson Marcellin said that the Board met under item Nos. 22 and 23 and said no action was taken during closed session that is required to be reported.

Adjournment

The Chairperson adjourned the meeting at 3:25 p.m. to 5:00 p.m. Friday, September 26, 2025, in the County Administrative Center in Independence.

Chairperson, Inyo County Board of Supervisors

Attest: NATE GREENBERG

Clerk of the Board

by: _____
Darcy Israel, Assistant

DRAFT

MINUTES

County of Inyo
Board of Supervisors

September 26, 2025

The Board of Supervisors of the County of Inyo, State of California, met in special session at the hour of 5:00 p.m., on September 26, 2025, in the Board of Supervisors Room, County Administrative Center, Independence, with the following Supervisors present: Chairperson Scott Marcellin, presiding, Will Wadelton, Jeff Griffiths, Jennifer Roeser, and Trina Orrill. Also present: Assistant County Administrator Denelle Carrington, County Counsel John-Carl Vallejo, and Assistant Clerk of the Board Darcy Israel.

Closed Session Public Comment

The Chairperson asked for public comment related to closed session items and public comment was received from Big Pine Fire Chief Damon Carrington, Randy Short, Shawn Lum, Meaghan McCamman, and Rebecca Graves.

Closed Session

Chairperson Marcellin recessed open session at 5:16 p.m. to convene in closed session with all Board members present to discuss the following item(s): No. 2 **Public Employee Evaluation – Pursuant to Government Code § 54957 –** Title: County Administrative Officer; No. 3 **Public Employee Release – Pursuant to Government Code § 54957;** and No. 4 **Public Employment – Pursuant to Government Code § 54957 –** Title: County Administrative Officer.

Open Session

Chairperson Marcellin recessed closed session and reconvened the meeting in open session at 6:43 p.m. with all Board members present.

Report on Closed Session

County Counsel Vallejo reported that the Board met under Item Nos. 2 through 3 and said that no action was taken during closed session that is required to be reported.

Adjournment

The Chairperson adjourned the meeting at 6:43 p.m. to 8:30 a.m. Tuesday, October 7, 2025, in the County Administrative Center in Independence.

DRAFT

_____

Chairperson, Inyo County Board of Supervisors

Attest: *NATE GREENBERG*
Clerk of the Board

by: _____
Darcy Israel, Assistant

INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

DENELLE CARRINGTON
ACTING COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

October 7, 2025

Reference ID:
2025-677

Request from Inyo Fish and Wildlife Commission to Provide Funding Support to Wildcare Eastern Sierra

Clerk of the Board

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Clerk of the Board	Assistant Clerk of the Board

RECOMMENDED ACTION:

Approve a $5,000 expenditure from the Fiscal Year 2025-2026 Fish and Game Budget to Wildcare Eastern Sierra to reimburse for direct care costs for food, supplies, medicine, and medical supplies.

BACKGROUND / SUMMARY / JUSTIFICATION:

California Fish and Game Code § 13100 provides that one-half of the fines collected for violation of the Fish and Game Codes be deposited in a County fish and wildlife propagation fund, and that the funding be expended for the protection, conservation, propagation, and preservation of fish and wildlife in a County, under the direction of the board of supervisors.

Expenditures, aside from those paid to cover the services of the Fish and Wildlife Commission secretary, are recommended for approval through a vote by the Commission and its recommendations are either approved or denied by the Inyo County Board of Supervisors.

At its September meeting, the Commission took action to request the Board authorize a $5,000 expenditure from the Fish and Game Budget to reimburse Wildcare Eastern Sierra (formerly Eastern Sierra Wildlife Care) for direct costs for food, supplies, medicine, and medical supplies. Wildcare Eastern Sierra is dedicated to helping native wildlife through rehabilitation of injured, ill, and orphaned birds, mammals, and reptiles, and by furthering public knowledge and appreciation of wildlife through education.

FISCAL IMPACT:

Funding Source	Non-General Fund	**Budget Unit**	024200
Budgeted?	Yes		5539
Recurrence	One-Time Expenditure	**Sole Source?**	No
If Sole Source, provide justification below			

Current Fiscal Year Impact

Up to $5,000. No additional funding will be available for other requests that may come in prior to July 1, 2026.
Future Fiscal Year Impacts
N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board may decline the request. However, this is not recommended as this is a fairly routine request and the funding will help Wildcare Eastern Sierra continue its mission of rehabilitating wildlife in need of help with the goal of restoring them to the free, wild, and natural life that is their birthright.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Climate Resilience and Natural Resource Protection

APPROVALS:

Darcy Israel	Created/Initiated - 09/29/2025
Amy Shepherd	Approved - 09/29/2025
John Vallejo	Approved - 09/29/2025
Denelle Carrington	Final Approval - 09/29/2025

ATTACHMENTS:

1. 2025 Board Request for Funding for Wildcare Eastern Sierra

INYO COUNTY

FISH AND WILDLIFE COMMISSION

COMMISSION MEMBERS
DOUGLAS BROWN
STEVE IVEY
WARREN ALLSUP
GAYE MUELLER
JARED SMITH

ALTERNATE MEMBER
NICK LARA

REPLY TO:
Pat Gunsolley, Secretary
4801 Alison Lane
Bishop, CA 93514
pgunsolley@gmail.com

September 18, 2025

Inyo County Board of Supervisors
P. O. Drawer N
Independence, CA 93514

Dear Board of Supervisors

At its September 18, 2025 meeting the Inyo Fish and Wildlife Commission considered and approved requesting the Board of Supervisors authorize a $5000 expenditure from the Fiscal Year 2025-2026 Fish and Game Budget to Wildcare Eastern Sierra to reimburse for direct care costs for food, supplies, medicine and medical supplies.

Sincerely,

Patricia Gunsolley

Patricia Gunsolley, Secretary

July 2, 2025

Gaye Mueller
Inyo County Fish and Wildlife Commission

Attached please find:

1. *Request for Funding from Fish and Wildlife Propagation Fund (current fiscal year 2025-2026)*

2. *Organizational Update* 2025: Wildcare Eastern Sierra activities.

Many thanks.

Danielle Manriquez

Danielle Manriquez, Director

WILDCARE
EASTERN SIERRA

DATE: July 2, 2025

To: Inyo County Fish and Wildlife Commission
Inyo County Board of Supervisors

Dear Friends:

We are seeking approval of an allocation of funds to help Wildcare Eastern Sierra continue to fulfill our mission of rehabilitating injured, orphaned and sick wildlife; in particular, to help us meet some of the costs of direct animal care: food, care supplies, medicine and medical supplies, supplies for the maintenance of our facilities.

WILDCARE EASTERN SIERRA REQUESTS
FUNDING IN THE AMOUNT OF $5,000.00.
TO AID OUR WORK OF REHABILITATING INJURED AND ORPHANED WILDLIFE
FISCAL YEAR 2025-2026

With gratitude and appreciation,

Danielle Manriquez

Danielle Manriquez, Director

Wildcare Eastern Sierra
ORGANIZATIONAL UPDATE 2025

Wildcare Eastern Sierra is available 7 days a week, 365 days a year, to respond to calls for help. Emergency phone calls are fielded 12 hours each day.

WES continues to respond to calls coming from all parts of Inyo County: Round Valley, Mustang Mesa, Bishop, Big Pine, Independence, Lone Pine, Cartago and Olancha, Deep Springs Valley and Death Valley as well as remote areas on the desert floor. In Mono County, animals come from Sunny Slopes, Tom's Place, Crowley, Mammoth, Chalfant, Hammil, Benton, Lee Vining, Mono City, Bridgeport, Walker, and Coleville and remote areas of the county including the tablelands, resorts outside of Mammoth and June, and along Hwy. 120 between Crowley and Benton. WES also handles many calls from Kern county in the Ridgecrest and Lake Isabella areas.

REHABILITATION: The number of wild birds and mammals brought to Eastern Sierra Wildlife Care continues to an average of nearly 450 animals each year with a total approaching 9,000 since our beginnings.

Hands-on animal care is labor-intensive—more than 25 work-hours each day at the center during the baby season alone. Foster care (in-home), rescue, pickup and transport hours bring total animal care hours to more than 8,000 each year. Administrative duties, raising money to pay for food, medicine and housing, and our education and outreach programs require many more hours.

Facility Update: In the spring of 2024, Founder Cindy Kamler and current Director Danielle Manriquez switched roles, with Danielle becoming the Director. Cindy Kamler is now 86-years-old, so she has taken on a role of volunteer and mostly retired. Danielle Manriquez also took over the wildlife rehabilitation and education permits that Cindy previously held. This was to ensure the future of Wildcare Eastern Sierra.

Admissions: In 2024, 413 patients were admitted. Reasons for admission include: struck by vehicle, flying into windows, caught in barbed wire or fishing line, caught by cat or dog, fallen from nest, emaciation, poison (including suffering from lead poisoning), hit by rocks or shot illegally, and electrocution. We were excited to rehab and a release a Kit Fox off of Hwy 168 out of Big Pine, who had been suffering from spinal trauma after being hit by a car.

Admitted from Inyo County: songbirds, game birds, water birds, and raptors; species included Golden Eagles, Red-tailed, Swainson's, and Cooper's Hawks, Great Horned, Long-eared, and Barn Owls, and more. Mammals included tree squirrels, Golden Mantled and Belding ground squirrels, cottontails, coyote, raccoon, kit fox, gray fox, and skunks.

Volunteers: Our trained and committed volunteers do rescue, pickup and transport of our animal patients, provide direct animal care, and help with education programs and fundraising. They build new cages and repair and maintain the facilities.

EDUCATION: Our educational outreach includes presentations, classes, mailings to community businesses, organizations and agencies, counseling people with wildlife problems, volunteer training, in-service training for staff, and much more.

Presentations: So far this year, we have provided over a dozen programs for schools, individuals, and summer camps. We re-visited the Bernasconi Outdoor Education program, Bishop Elementary, Wild Spirits, Earth Days in Bishop City Park and Paiute Cultural Center,

Inyo County Free Library, and Bishop SDA church school, Big Pine Elementary school, along with others.

Training Classes: Our annual new volunteer orientation and hands-on training for new animal care volunteers was well attended and we give advanced training classes for active animal care volunteers (as required by CDFW).

"Living with Wildlife" calls: Almost all of the Living-with-Wildlife calls that we have done this year came from Inyo County. (Callers asking for advice on problems such as raccoons under their home, sick birds at their feeder, preventing birds hitting windows, etc.) Since trapping and relocating is illegal, we try to provide exclusion services for those who need help removing skunks and raccoons from their houses and property. We have been able to offer information, one-way doors, and trail cameras to name a few.

Community Service: WES responded to calls from agencies such as Inyo and Mono County Sheriff, Inyo and Mono County Animal Services, Bishop and Mammoth Police Departments, USFWS, CDFW, Caltrans, CHP, SCE, LADWP, and Mammoth Mountain. Other calls come from individuals (residents and visitors), resorts, pack stations, schools, Chambers of Commerce, parks, feed and pet stores, and veterinarians. An annual mailing provides them with information on rescue and rehabilitation and Federal and State law regarding wildlife.

Internship Program: During our busy baby season (12 hours a day, seven days a week, from May to September), we offer internship opportunities to high school graduates and college students who want to work in a field related to their interests, obtain community service hours or, in some cases, scholarships. Some of our interns are older people who are seeking to change to an animal-related career. About 40% of our past interns are now working in animal-related fields or pursuing higher education in such fields.

Public Relations: Through newspapers, radio and television, our website, Facebook, and other social media, we spread the word about the work of WES, educate the public about the problems faced by wildlife, and promote appreciation of and respect for native wildlife and the environment.

FINANCIAL/FUNDRAISING:

We receive donations from hundreds of individuals—mostly locals or visitors who call on us for help— as well as local businesses and organizations, and foundations. Grants from The Branson Foundation, Southern California Edison, LADWP, The Strong Foundation, and Thelma Doelger Foundation—as well as the Fish and Wildlife Fine Fund—all help us meet our budget needs.

Other monies are generated by WES fundraising activities such as our annual Wild Spirits celebration at Cerro Coso Bishop Campus, direct mail campaign, and other activities.

MISSION STATEMENT

Wildcare Eastern Sierra (WES) is dedicated to helping native wildlife through rehabilitation of injured, ill and orphaned birds, mammals, and reptiles and through education programs that further public knowledge and appreciation of native wildlife.

Injured, ill and orphaned wildlife are provided with appropriate care, food and housing with the goal of returning them to their natural, wild existence. Patients are admitted from as far north as Yosemite and Walker and from Death Valley and Olancha to the south and Fish Lake Valley and Tonopah to the east. ESWC operates under permits from California Department of Fish and Game and the United States Fish and Wildlife Service. We are the only permitted wildlife rehabilitation facility for over 200 miles in any direction. Eastern Sierra Wildlife Care is a federal and state tax-exempt, charitable 501(c)3 organization.

INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

DENELLE CARRINGTON
ACTING COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

October 7, 2025

Reference ID: 2025-525

Modification to the County's Self-Insured Retention for General Liability

County Administrator - Risk Management

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Aaron Holmberg, Risk Manager	Aaron Holmberg, Risk Manager

RECOMMENDED ACTION:

Authorize an increase in the county's self-insured retention (SIR) for general liability from $250,000 per occurrence, offense, or wrongful act, to $500,000 per occurrence, offense, or wrongful act, starting Fiscal Year 2026-2027, subject to PRISM underwriting approval, per policy established with 2025-454 of the June 24, 2025 meeting of the Board.

BACKGROUND / SUMMARY / JUSTIFICATION:

A self-insured retention is the amount per occurrence against the county that the county must spend any one occurrence, offense, or wrongful act before insurance coverage starts. In contrast, for explanation purposes, a deductible is the amount an insurance provider charges the policyholder at the conclusion of a claim to reduce the amount of recovery to be received by the policyholder.

A lower SIR allows for more control over surprise claim expenditures, but that lower SIR comes at a higher premium, as the coverage provider takes more of the risk. In contrast, a higher SIR comes with a premium discount, as the coverage provider moves some of their risk to the policyholder. Fiscal conservatism leads one to select a happy medium between the amount of retained risk and associated premium cost. This is the choice before the Board.

The County's SIR for general liability was $100,000 for almost five decades (1976 to 2023). The County has experienced year over year rising premium costs related to the environment for claims against public entities in Inyo and statewide. The statewide claims environment can be described as one with a frequency of severity. The County's annual inspection process has helped control risks at county facilities. For cost-control purposes, the County made the strategic decision to increase the SIR to $250,000 starting with the 23/24 fiscal year. This move was approved by the CAO on 4/5/23 and later affirmed by the Board on 6/24/2025. The SIR increase exposed the county potentially to multiples of $250,000 per occurrence, offense, or wrongful act, in the event the county sustained a significant increase from past years in the frequency of claims (claims count) with increased severity (taxpayer dollars set aside per triggering event). County claims activity has not significantly increased since the SIR switch for the county, though the potential exists and may be growing. The SIR increase, along with high quality claims management, saved about $1,000,000 (one million) in premium over the last three years (23/24, 24/25, and 25/26). Due to the increased potential per claim costs before insurance engages, and per GASB#10, the county increased its minimum retained risk fund based on actuarial

science and assessment by the Risk Manager. The required increase in minimum fund balance was less than the premium savings, and the retained amounts are set aside in a fund that collects interest. As some claims remain open at this time from prior years, the exact full amount of savings due to the SIR increase is unavailable.

The Board is asked to consider increasing the SIR from $250,000 to $500,000, which is the next level where significant premium savings can be achieved. The decision to increase would be a reflection of a greater tolerance for risk in a market of substantially increasing costs, though it would allow for premium savings in excess of required minimum fund balance increases. PRISM underwriting has provided conditional approval subject to spikes in claims activity through 6/30/2026.

The Risk Manager recommends this change to the SIR as a prudent and strategic fiscal choice.

FISCAL IMPACT:

Funding Source	Non-General Fund	**Budget Unit**	500903
Budgeted?	No	**Object Code**	
Recurrence	Ongoing Potential Expenditure	**Sole Source?**	n/a

If Sole Source, provide justification below

Current Fiscal Year Impact
There is no current fiscal year exposure, but a decision made now would allow the County to receive more accurate budget estimates for 26/27 in October, January, and March, which assist in more accurate estimates of collections to be required from all departments. In other words, a decision as early as this one for 26/27 will help to maximize utilization of estimated savings from the proposed SIR change. Savings of at least $100,000, and potentially more than $300,000, are expected for 26/27, net of minimum fund balance increase and decrease in premium, subject to claims activity and adjustments in rate calculations for the insurance pool.
Future Fiscal Year Impacts
Amounts are subject to claims activity. Future year savings will depend on legislation, insurance market conditions, statewide claims activity, and county claims activity. This is contingent upon the Board's approval of future budgets.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the SIR increase. The result, according to our actuary, would most likely be $200,000 spent on premium next year that could otherwise be retained in the treasury and earning interest.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Not Applicable

APPROVALS:

Aaron Holmberg	Created/Initiated - 06/30/2025
Darcy Israel	Approved - 06/30/2025
Aaron Holmberg	Approved - 06/30/2025

Keri Oney	Approved - 08/29/2025
John Vallejo	Approved - 08/29/2025
Amy Shepherd	Approved - 08/29/2025
Nate Greenberg	Final Approval - 09/29/2025

ATTACHMENTS:

INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

DENELLE CARRINGTON
ACTING COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

October 7, 2025

Reference ID: 2025-560

Annual Adjustment to Environmental Health Fee Schedule

Environmental Health

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Jerry Oser, Environmental Health Director	Jerry Oser, Environmental Health Director

RECOMMENDED ACTION:

Adopt the revised Environmental Health Fee Schedule for calendar year 2026, reflecting a 3.2% CPI-U/COLA (cost-of-living) adjustment.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Inyo County code section 7.52.030 sets the calendar year's Environmental Health (EH) Fee schedule. It also states that the Director shall publish a revised fee schedule that reflects an annual cost-of-living adjustment (COLA) increase based on the All-California Fiscal Year Averages CPI-U, which shall take effect each January 1st after the issuance of the CPI-U rate. The CPI-U issued through June 2025 was 3.2%.

FISCAL IMPACT:

EH invoices on a calendar-year basis. Estimated fee-based revenues across ten program areas (e.g., food facilities, swimming pools) for FY 25/26 total $301,986, reflecting the 3.2% increase.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board may decline to adopt the proposed 3.2% COLA adjustment, resulting in Environmental Health fees remaining at current levels. This option is not recommended, as CPI-based increases are anticipated as part of the department's fee structure. Additionally, the Environmental Health Department used the proposed fee schedule in preparing its FY 2025–2026 budget.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High-Quality Services I High-Quality Government Services

APPROVALS:

Jerry Oser Created/Initiated - 09/12/2025

Darcy Israel	Approved - 09/16/2025
Jerry Oser	Approved - 09/17/2025
Keri Oney	Approved - 09/22/2025
Amy Shepherd	Approved - 09/24/2025
John Vallejo	Approved - 09/25/2025
Nate Greenberg	Final Approval - 09/29/2025

ATTACHMENTS:

1. 2026 Draft Fee Schedule

Category	Service	Original Ordinace	2025 Fee ($USD)	CY 2026 Fee (3.2% Increase)	Change
Food Facilities	Restaurants: 0-24 seats	$ 179.00	$ 219.00	$ 226.00	$ 7.00
Food Facilities	Restaurants: 25-50 seats	$ 216.00	$ 264.00	$ 272.00	$ 8.00
Food Facilities	Restaurants: 51-100 seats	$ 261.00	$ 318.00	$ 328.00	$ 10.00
Food Facilities	Restaurants: More than 100 seats	$ 290.00	$ 354.00	$ 365.00	$ 11.00
Food Facilities	Bar only, no food prepared on site	$ 175.00	$ 215.00	$ 222.00	$ 7.00
Food Facilities	Markets w/food: Up to 3,000 sq ft	$ 232.00	$ 283.00	$ 292.00	$ 9.00
Food Facilities	Markets w/food: 3,001-10,000 sq ft	$ 290.00	$ 354.00	$ 365.00	$ 11.00
Food Facilities	Markets w/food: 10,001-25,000 sq ft	$ 406.00	$ 496.00	$ 512.00	$ 16.00
Food Facilities	Markets w/food: >25,000 sq ft	$ 579.00	$ 708.00	$ 731.00	$ 23.00
Food Facilities	Markets w/no food: Up to 500 sq ft	$ 115.00	$ 141.00	$ 146.00	$ 5.00
Food Facilities	Markets w/no food: 501-3,000 sq ft	$ 175.00	$ 215.00	$ 222.00	$ 7.00
Food Facilities	Markets w/no food: 3,001-10,000 sq ft	$ 232.00	$ 283.00	$ 292.00	$ 9.00
Food Facilities	Markets w/no food: >10,000 sq ft	$ 290.00	$ 354.00	$ 365.00	$ 11.00
Food Facilities	Produce Stand	$ 73.00	$ 91.00	$ 94.00	$ 3.00
Food Facilities	Bakery	$ 162.00	$ 199.00	$ 205.00	$ 6.00
Food Facilities	Bed & Breakfast	$ 175.00	$ 215.00	$ 222.00	$ 7.00
Food Facilities	Caterers	$ 175.00	$ 215.00	$ 222.00	$ 7.00
Food Facilities	Mobile Food Facility (hazardous)	$ 115.00	$ 141.00	$ 146.00	$ 5.00
Food Facilities	Mobile Food Facility (non-hazardous)	$ 73.00	$ 91.00	$ 94.00	$ 3.00
Food Facilities	Community Event (Single Day)	$ 100.00	$ 122.00	$ 126.00	$ 4.00
Food Facilities	Community Event (Multiple Days)	$ 232.00	$ 283.00	$ 292.00	$ 9.00
Food Facilities	Temporary Food Facility	$ 50.00	$ 62.00	$ 64.00	$ 2.00
Food Facilities	Annual Temporary Food Facility	$ 150.00	$ 182.00	$ 188.00	$ 6.00
Food Facilities	Cottage Food Class A	$ 50.00	$ 62.00	$ 64.00	$ 2.00
Food Facilities	Cottage Food Class B	$ 146.00	$ 178.00	$ 184.00	$ 6.00
Food Facilities	Organized Camp Facility	$ 296.00	$ 354.00	$ 365.00	$ 11.00
Recreational Safety	Public swimming pool	$ 215.00	$ 263.00	$ 271.00	$ 8.00
Recreational Safety	Hot bath	$ 108.00	$ 132.00	$ 136.00	$ 4.00
Recreational Safety	Additional pool/spa	$ 85.00	$ 103.00	$ 106.00	$ 3.00
Recreational Safety	Additional hot bath	$ 30.00	$ 36.00	$ 37.00	$ 1.00
Septic Systems	New conventional septic system	$ 358.00	$ 438.00	$ 452.00	$ 14.00
Septic Systems	New alternative design system	$ 502.00	$ 614.00	$ 634.00	$ 20.00
Septic Systems	Existing system-leachline repair/replacement	$ 261.00	$ 318.00	$ 328.00	$ 10.00
Septic Systems	Septic tank repair/replacement	$ 73.00	$ 91.00	$ 94.00	$ 3.00
Septic Systems	Tank abandonment	$ 73.00	$ 91.00	$ 94.00	$ 3.00
Septic Systems	Sewage pumping vehicle permit	$ 144.00	$ 176.00	$ 182.00	$ 6.00

Wells & Drilling	Public water system well	$ 431.00	$ 527.00	$ 544.00	$ 17.00
Wells & Drilling	Monitoring well	$ 144.00	$ 176.00	$ 182.00	$ 6.00
Wells & Drilling	Soil Boring	$ 73.00	$ 91.00	$ 94.00	$ 3.00
Wells & Drilling	Other wells (domestic, etc.)	$ 358.00	$ 438.00	$ 452.00	$ 14.00
Wells & Drilling	Well modification/repair/destruction	$ 73.00	$ 91.00	$ 94.00	$ 3.00
Lab Services	Colilert P/A	$ 32.00	$ 38.00	$ 39.00	$ 1.00
Lab Services	Colilert P/A Annual (12 samples)	$ 345.00	$ 414.00	$ 427.00	$ 13.00
Lab Services	Colilert Quantitray	$ 40.00	$ 50.00	$ 52.00	$ 2.00
Lab Services	Colilert Quantitray 2000	$ 43.00	$ 55.00	$ 57.00	$ 2.00
Lab Services	After-hour lab services	$ 73.00	$ 91.00	$ 94.00	$ 3.00
Public Water Systems	State small water system	$ 215.00	$ 263.00	$ 271.00	$ 8.00
Waste Management	Landfills	$ 1,724.00	$ 2,111.00	$ 2,179.00	$ 68.00
Waste Management	Transfer stations	$ 1,724.00	$ 2,111.00	$ 2,179.00	$ 68.00
CUPA	Base fee	$ 110.00	$ 135.00	$ 139.00	$ 4.00
CUPA	With UST(s)	$ 330.00	$ 404.00	$ 417.00	$ 13.00
CUPA	Large quantity generator	$ 202.00	$ 248.00	$ 256.00	$ 8.00
CUPA	With treatment	$ 202.00	$ 248.00	$ 256.00	$ 8.00
CUPA	Two of UST/LQG/Treatment	$ 306.00	$ 375.00	$ 387.00	$ 12.00
CUPA	All three activities	$ 416.00	$ 509.00	$ 525.00	$ 16.00
CUPA	With Cal ARP	$ 585.00	$ 717.00	$ 740.00	$ 23.00
Body Art	Registration fee	$ 25.00	$ 25.00	$ 26.00	$ 1.00
Body Art	Facility permit	$ 121.00	$ 149.00	$ 154.00	$ 5.00
Service Fees	Plan check/construction fees	$ 73.00	$ 91.00	$ 94.00	$ 3.00
Service Fees	Reinspection time	$ 73.00	$ 91.00	$ 94.00	$ 3.00
Service Fees	Office hearing	$ 73.00	$ 91.00	$ 94.00	$ 3.00
Service Fees	Enforcement actions	$ 73.00	$ 91.00	$ 94.00	$ 3.00
Service Fees	Extended time	$ 73.00	$ 91.00	$ 94.00	$ 3.00
Admin Fees	Copies over 3	$ 0.25	$ 0.25	$ -	$ (0.25)
Admin Fees	Late payment (90+ days)	50% of annual fee	50% of annual fee	50% of annual fee	50% of annual fee
Admin Fees	Returned check fee	$ 30.00	$ 35.00	$ 36.00	$ 1.00
Admin Fees	Fee refund processing	$ 35.00	$ 42.00	$ 43.00	$ 1.00
Admin Fees	Replacement permit	$ 30.00	$ 35.00	$ 36.00	$ 1.00

INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

DENELLE CARRINGTON
ACTING COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

October 7, 2025

Reference ID:
2025-645

Temporary Closure of Tinnemaha Road/Old Highway 395 for Sierra Nevada Bighorn Sheep Demographic Studies

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Jose Rodriguez, Engineering Technician	Michael Errante, Public Works Director

RECOMMENDED ACTION:

Approve the temporary closure of Tinnemaha Road (Old Highway 395) approximately 6 miles south of Aberdeen with detours between U.S. 395 and Black Rock Springs Road from October 15-18, 2025 for the purpose of the California Department of Fish and Wildlife's annual Sierra Bighorn Sheep monitoring program.

BACKGROUND / SUMMARY / JUSTIFICATION:

The California Department of Fish and Wildlife is planning to capture, transport by helicopter, examine, and then return Sierra Nevada Bighorn Sheep as part of its annual monitoring program. This event will be held to study the population, demographic rates, cause-specific mortality, movement patterns and habitat use of this endangered species. Once captured, the animals will be transported by helicopter to a staging area and the helicopter will land on the road to study the animal. When studies have been conducted, the helicopter will fly the animals back to the location they were captured.

This event will require the closure of Tinnemaha Road (Old 395) approximately 6 miles south of Aberdeen with detours between U.S. 395 and Black Rock Springs Road from October 15-18, 2025.

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to approve the road closures. This is not recommended, as the roadways that will be closed are not heavily used, so minimal impacts are anticipated. If this were to occur, the California Department of Fish and Wildlife would need to identify an alternative location for the event.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Climate Resilience and Natural Resource Protection
High Quality Services I Public Safety and Emergency Response

APPROVALS:

Jose Rodriguez	Created/Initiated - 09/11/2025
Darcy Israel	Approved - 09/16/2025
Jose Rodriguez	Approved - 09/16/2025
Shannon Platt	Approved - 09/16/2025
Keri Oney	Approved - 09/17/2025
John Vallejo	Approved - 09/18/2025
Michael Errante	Approved - 09/19/2025
Nate Greenberg	Final Approval - 09/29/2025

ATTACHMENTS:

1. Encroachment Permit

ROAD DEPARTMENT
168 N. EDWARDS ST. - P.O. DRAWER Q
INDEPENDENCE, CA 93526
PHONE: (760) 878-0201
FAX: (760) 878-2001

COUNTY OF INYO

Michael Errante, Public Works Director
Cap Aubery, Assistant Director
Shannon Plat, Road Superintendent

ENCROACHMENT PERMIT

To: **California Dept. Fish & Wildlife**
500 S. Main Street
Bishop/CA/93513

PERMIT NO: **E25-32**
FEE: **N/A**
DATE: **09/10/2025**
RECEIPT NO: **N/A**

Attn: **California Dept. Fish & Wildlife**

In compliance with your request on **09/10/2025,** and subject to all terms, conditions and restrictions written below or printed as general or special provisions or part of this form, **PERMISSION IS HEREBY GRANTED TO**:

The Permittee, **California Department of Fish & Wildlife (CDFW)** or their representative, to perform their **annual Sierra Nevada Bighorn Sheep Capture Program on Tinnemaha Road.**

Work performed within the Inyo County right-of-way shall be completed in accordance with Inyo County Standard Plans and Specifications. Traffic Control shall be provided by the permittee or their representative in accordance with the Special and General Conditions attached and the 2014 California MUTCD.

SPECIAL PROVISIONS

For inspection and coordination purposes, notice shall be given to the Inyo County Road Department at least 72 hours prior to beginning work. Please notify the Road Department at 760-878-0201 between 8:00 A.M. and 5:00 P.M., Monday through Friday.

Traffic Control

No work will occur in the Inyo County right-of-way until adequate traffic control is in place. Traffic control and signage shall be in conformance with the 2014 California MUTCD standards. Work is permitted between the hours of **7:00 A.M. and 5:00 P.M**. Monday through Friday. If work on the weekend is requested, it MUST be specified.

There shall be barricades and/or delineators around the work area at all times during construction. Two-way traffic shall be maintained at all times with a minimum of one traffic lane open at all times. Each lane shall have a minimum clear opening of 10 feet. In the event that one of the two lanes must be closed flaggers **shall** be used to direct traffic safely through the work zone.

General Work

All work must be completed to the satisfaction of the Inyo County Road Department. Unless directed otherwise, by representatives of Inyo County, all work is to be completed in accordance with any relevant Inyo County Standard Plans and Specifications.

All work shall be completed to the existing finished surface of grades or roads during the daylight hours of the day work begins. Trenches or bore pits in the asphalt roadway must be covered with appropriate trench

plates and signage before being left openly unattended. Piles of material left in the shoulder of the right-of-way, overnight shall be protected with barricades with reflective tape or cones with reflective sleeves placed appropriately to warn traffic and pedestrians of the hazard or material piles. Trenches or pits in road shoulders left open overnight must be covered with steel plates (minimum thickness of 3/4") and edges shaded with cold mix.

Pavement Repair/Temporary Replacement

Pavement removed or damaged as a result of work under this permit must be replaced to the satisfaction of Inyo County Road Department. New pavement must consist of 1/2"-3/4" aggregate hot mix asphalt. Edges of remaining asphalt near removed or damaged asphalt must be saw-cut leaving a clean vertical edge. This edge shall be protected throughout the work or will be re-cut before placing the final surfacing material. All saw cuts in pavement shall be cleared by sweeping, flushing, or other means and a **tack coat SS-1, SS-1H or CSS1h, diluted one part water to one part emulsified asphalt shall be applied before installation of new asphalt concrete** surfacing. Asphalt concrete surfacing must be installed at a minimum thickness of 3 inches. NOTE: All asphalt patches resulting from any activities must be filled with hot mix asphalt. If hot mix asphalt is unavailable, use blackened concrete to a depth of at least 6 inches. Additionally, it is mandated that these patches be promptly removed and replaced with hot mix asphalt within one week of hot mix asphalt becoming available. If a road closure is granted as requested, the contractor or project manager must ensure that the road is not closed overnight. Using cold mix material for temporary restoration, the trench must be properly prepared by ensuring consistent and compacted depth and width, with edges cut square saw-cut if necessary to avoid any instability or rocking of the steel plate. The plate must fully cover the trench and extend at least 12 inches beyond the trench edges. For wider trenches, multiple plates may be used, securely butted, or bolted together. Placement should be performed using appropriate heavy equipment, ensuring the plate lies flat on the pavement. To maintain safe vehicle access, all plate edges must be ramped with cold patches or hot asphalt at a slope of approximately 1: 12 to minimize impact and noise. In cases of extended use or high-speed areas, anchor pins or fasteners should be used to secure the plate, and anti-skid treatments applied, as necessary. Adequate traffic control signage, such as "Steel Plate Ahead," along with cones or reflective devices, must be placed in accordance with MUTCD standards. A final walk-through inspection must be completed to confirm that all plates are flush, secure, and ramps are in place.

Damage to Roadways

In accepting this permit, the Permittee agrees to repair at their own expense and to the satisfaction of the Inyo County Road Department, any damage to roadways, roadway appurtenances, or existing utilities resulting from work under this permit. Notwithstanding, work or repair may be done by Inyo County Road Department personnel at the option of the Inyo County Road Department, the cost to be borne by the Permittee. In the event of damage to Inyo County roadways, roadway appurtenances, or existing utilities, notification must be given to the Road Department within 72 hours after such damage has occurred. Failure to notify the Road Department will be considered cause for cancellation of all permit privileges pending a satisfactory arrangement with the Road Department for repair or replacement of the damaged roadway, roadway appurtenance, or existing utility.

DIG ALERT

Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a Permit to excavate will be valid. For your Dig Alert ID Number Call Underground Service Alert TOLL FREE 1-800-227-2600 two (2) working days before you dig.

GENERAL PROVISIONS

The Permittee shall indemnify and save harmless the County of Inyo and all officers, employees and agents thereof, including but not limited to the Director of Public Works and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the Permittee, persons employed by the Permittee, persons acting on behalf of the Permittee and the public, or damage to property resulting from the performance of work or other activity under the permit, or arising out of the failure on the Permittee's part to perform his obligations, or resulting from defects or obstructions, or from any cause whatsoever arising during the progress of work, or other activity at any subsequent time being performed under the rights and obligations provided by and contemplated by the permit, except as otherwise provided by statute. The duty of the Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The Permittee waives any and all rights to any type of implied indemnity against the County, its officers, employees or agents. It is the intent of the parties that the Permittee will indemnify and hold harmless the County, its officers, employees and agents from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the County, the Permittee, persons employed by the Permittee, or persons acting in behalf of the Permittee.

Acceptance of this permit constitutes an agreement by the Permittee to observe and comply with all general and special provisions in the permit and its accompaniments. This permit is null and void and hereby declared non-existent if the Permittee fails to adhere to all provisions stipulated herein.

The Permittee or their representatives, including contractors and subcontractors, performing any work onsite shall possess a copy of this permit onsite, signed by the Permittee, at all times while work is being conducted. All General and Special Provisions stipulated herein are expected to be understood by the Permittee and their representatives.

This permit shall be void unless the work herein contemplated shall have been completed on or before **10/18/2025**

Inyo County Road Dept.

By Jose Rodriguez
Jose Rodriguez
Engineering Technician

cc: Road District **#1**

INYO COUNTY ROAD DEPARTMENT

P.O. DRAWER Q
INDEPENDENCE, CA 93526
(760) 878-0201 Independence
(760) 873-8481 Bishop
(760) 878-2001 Fax

No. E25-32

APPLICATION FOR ENCROACHMENT PERMIT
TO PERFORM WORK IN THE RIGHT-OF-WAY OF INYO COUNTY ROADS

Minimum Permit Fee of $50.00 is required with all applications. Additional Fees will be calculated for each permit, and payable before the permit is issued.

Please answer all questions bellow. Attach additional sheets if necessary.

Applicant: Cody Massing ; Date: 9/10/2025

Address: 787 N Main St., Ste. 220
Bishop, CA 93514

CDFW

Contact Person: Cody Massing Phone: 760-872-1171

Fax: 760-872-1284

Describe Work: Road Closure for Big Horn Sheep Program

4

Road Closed Sign (to put on the barricades)

Location of Work: See Attached Map

4

Assessors Parcel Number of adjacent property: Traffic Cone Dates when work is anticipated: **Oct 15-18, 2025**

Attach Plans or Drawing of proposed encroachment work.

Applicant agrees to do the work in accordance with Inyo County rules and regulations and subject to Inyo County inspection and approval.

Permit Number E25-32

Permittee shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Permittee, or Permittee's agents, officers, or employees. Permittee's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Permittee's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Permittee, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Permittee's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Permittee to procure and maintain a policy of insurance.

To the extend permitted by law, County shall defend, indemnify, and hold harmless Permittee, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising our of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

Special conditions : _____

INYO COUNTY PUBLIC WORKS DEPARTMENT

PERMITTEE'S SIGNATURE Massing, Cody @Wildlife Date 9/10/25

APPROVED BY : Jose Rodriguez Date 9/10/2025

INYO COUNTY ROAD DEPARTMENT
PERMIT FEES

TRENCHING - Minimum permit fee: $ 50.00

Trenching across street:

- 0-50 feet — minimum fee
- 51-100 feet — minimum fee plus $1.00 per foot of length greater than 50 feet.
- 101 + feet — $100.00 plus $.30 per foot of length greater than 100 feet.

Trenching parallel to centerline of street and boring:

- 0-100 feet — mimimum fee
- 101-1500 feet — minimum fee plus $.30 per foot of length greater than 100 feet.
- 1501 + feet — $200.00 plus $.10 per foot of length greater than 1500 feet.

SPLIT TRENCHING WITH CABLE PLACEMENT:

- All distances — minimum fee plus $.05 per foot

TRANSPORTATION PERMITS:

- Mimimum fee: $16.00

Fee shall be waived for all governmental agencies and public utilities.

TREE REMOVAL ON COUNTY RIGHT-OF-WAY:

- Removal by licensed contractor only: minimum permit $5.00

C½G = MIN FEE
3/94

Clint Quilter, Public Works Director
Robert Brown, Road Superintendent

ROAD DEPARTMENT

168 N. EDWARDS ST. - P.O. DRAWER Q
INDEPENDENCE, CA 93526
PHONE: (760) 878-0201
FAX: (760) 878-2001

COUNTY
OF
INYO

COUNTY OF INYO LOAN AGREEMENT

LOANEE:	California Dept. of Fish & Wildlife	**ORGANIZATION:**	CDFW
Address:	787 N. Main St., Ste. 220, Bishop, CA 93514	**Phone:**	760-872-1171

The **Loanee** has received, as a loan from the Inyo County Road Department, the following items:

QTY.	Item Description
4	Barricade
The helicopter will land on the	health, as well as mark them for demographic studies, at a temporary base on the side of the road.
	Traffic Cone
2	Road Closed Ahead Sign

QTY.	Item Description
	We will be capturing Sierra bighorn by helicopter for population monitoring.
Tinemaha Rd./Old Highway 395	

The Loanee accepts full responsibility for the maintenance of this equipment during the loan period. The Loanee agrees to pay to the Inyo County Road Department the full replacement cost at new equipment prices for any equipment lost, stolen or damaged beyond repair during the time of the loan period or replace any lost, stolen or damaged beyond repair equipment with equal or better equipment that is acceptable to the Inyo County Road Department.

The Loanee accepts full responsibility for any liability incurred from the use or misuse of this equipment and hold harmless the County of Inyo for any liability incurred from the use or misuse of this equipment.

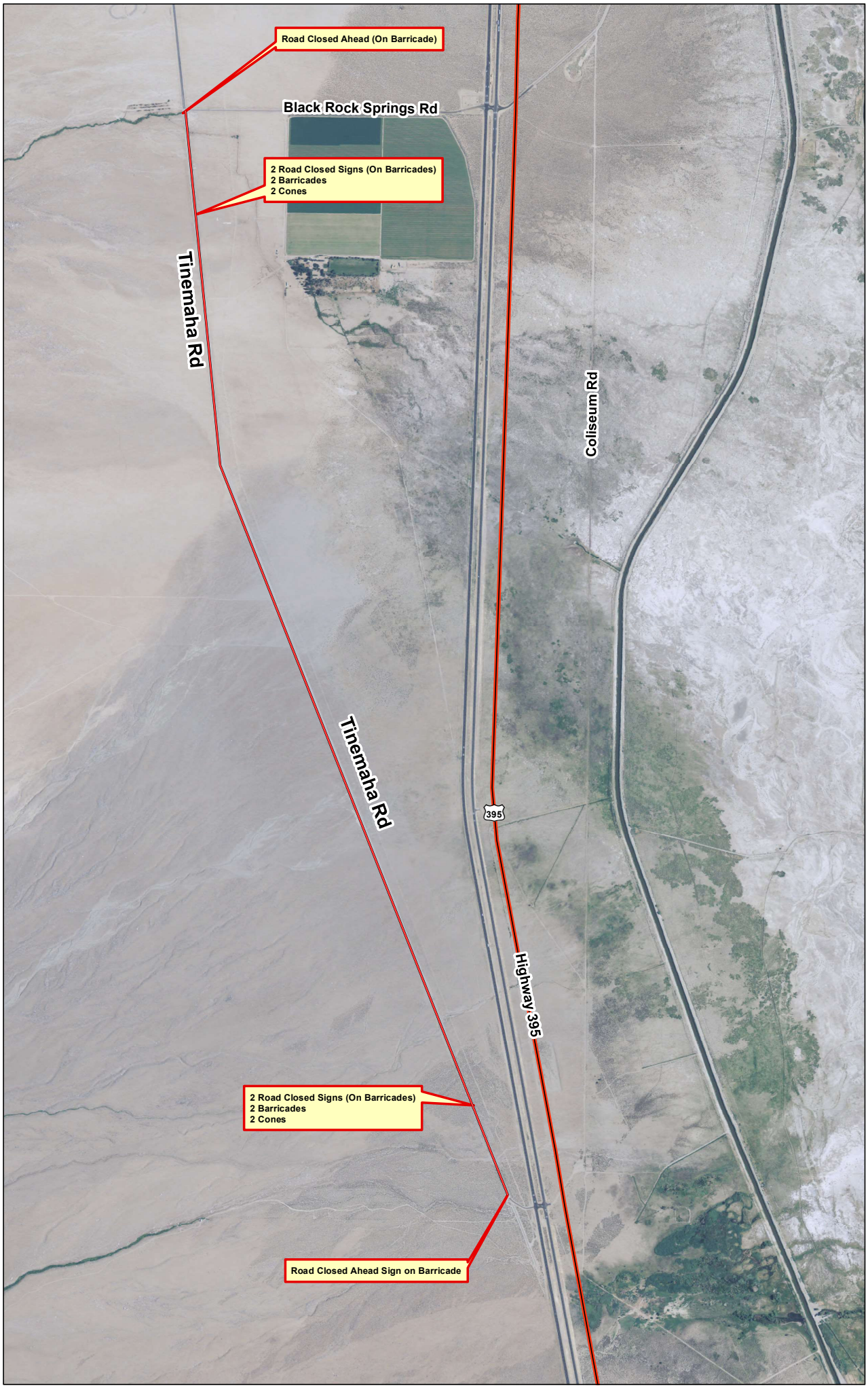
The Loanee agrees to return to the Inyo County Road Department any or all loaned equipment within the time specified below. All loaned equipment will be returned in the same condition as received by Loanee from the Inyo County Road Department.

Loanee Signature:				Date:	**9/10/25**
Requested Issue Date:	10/09/2025	Issue Date:	To be completed by Road Dept.	Condition:	To be completed by Road Dept.
Received By:	To be completed by Road Dept.		Replacement Cost:	To be completed by Road Dept.	
Date to be Returned:	To be completed by Road Dept.	Per:	To be completed by Road Dept.	Balance Due:	To be completed by Road Dept.

Loan Agreement must be submitted at least 72 hours in advance of Requested Issue Date.

For questions please call (760) 878-0208

T.T. 2015


Road Closed Ahead (On Barricade)
Black Rock Springs Rd
2 Road Closed Signs (On Barricades)
2 Barricades
2 Cones
Tinemaha Rd
Coliseum Rd
Tinemaha Rd
395
Highway 395
2 Road Closed Signs (On Barricades)
2 Barricades
2 Cones
Road Closed Ahead Sign on Barricade

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ACTING COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

October 7, 2025

Reference ID: 2025-523

Presentation from Public Risk Innovation Solutions Management (PRISM) on the Value of the County's Membership

County Administrator - Risk Management

NO ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Aaron Holmberg, Risk Manager	Aaron Holmberg, Risk Manager

RECOMMENDED ACTION:

Receive a brief presentation from Public Risk Innovation Solutions Management (PRISM) on the value of the County's membership in PRISM and the state of the insurance market for public entities.

BACKGROUND / SUMMARY / JUSTIFICATION:

Public Risk Innovation, Solutions, and Management is a member-directed risk sharing pool of public agencies committed to providing risk coverage programs and risk management services, which drive member stability, efficiency, and best practices.

In 1979, 29 California counties formed CSAC Excess Insurance Authority, a Joint Powers Authority, pursuant to Article 1, Chapter 5, Division 7, Title 1, of the California Government Code (Section 6500 et seq.). The sole purpose of this new JPA was to find cost-effective insurance solutions and risk management services for members. Inyo County was one of the 29 and continues its membership today.

In 2020, the EIA became Public Risk Innovation, Solutions, and Management. PRISM's successful approach to insurance has been noticed across the state of California. Membership has expanded to include 95% of counties, 70% of cities, as well as educational organizations, special districts, housing authorities, fire districts, and 27 other Joint Powers Authorities. In 2019, the Board of Directors approved expanding outside of California. Growing nationally is one example of the innovative spirit PRISM embodies.

Inyo County has the following coverages with or through PRISM, managed by the Risk Manager: Airport, Cyber Liability, Excess Workers' Compensation, Primary Workers' Compensation, General Liability, Master Crime, Medical Malpractice, Pollution, Property, and Watercraft. Inyo has the following employee benefits through PRISM, managed by Personnel: Dental, Life & Disability, and Vision.

The market and environment for public entity coverage has changed significantly since 1979. It has changed significantly over the last few years. This presentation is an opportunity for the Board to meet PRISM management and the County's insurance broker, learn about PRISM, and ask questions about

insurance, risk management in general, and new statewide and national challenges with claims for any of the lines of coverage referenced above.

FISCAL IMPACT:

There is no fiscal impact on receiving this informational presentation.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decline to hear from PRISM, and this is not recommended. This is the first visit to the Board for PRISM in many years, and the brief session is an opportunity for the Board to expand their understanding of the hard market for public entity coverage and the budget implications of claims and premiums.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

Though insurance and coverage affect all departments, this subject matter is squarely within Risk Management.

STRATEGIC PLAN ALIGNMENT:

High Quality Services I High-Quality County Government Services
High Quality Services I Public Safety and Emergency Response

APPROVALS:

Aaron Holmberg	Created/Initiated - 06/27/2025
Darcy Israel	Approved - 06/30/2025
Aaron Holmberg	Approved - 06/30/2025
Keri Oney	Approved - 08/18/2025
John Vallejo	Approved - 08/18/2025
Amy Shepherd	Approved - 08/26/2025
Nate Greenberg	Final Approval - 09/29/2025

ATTACHMENTS:

1. Slide Presentation

PRISM
Public Risk Innovation,
Solutions, and Management

Property & Casualty Premiums & State of the Market

for Inyo County Board of Supervisors

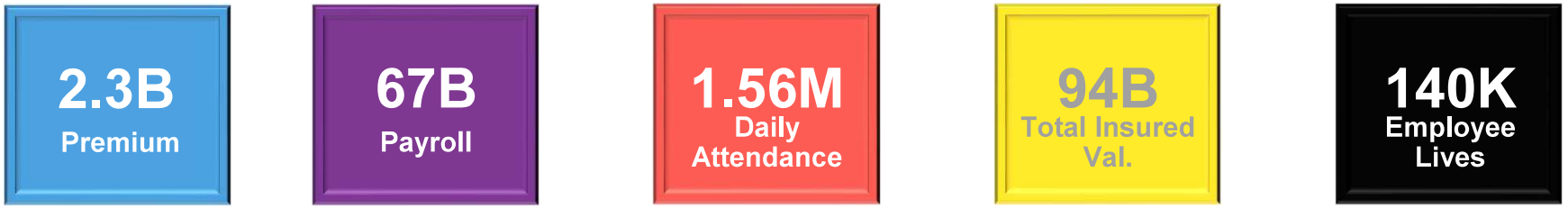
Presenters
Gina Dean, PRISM CEO
Kevin Bibler, Alliant Sr. Vice President



About PRISM

We are a Member-Directed Risk Sharing Pool

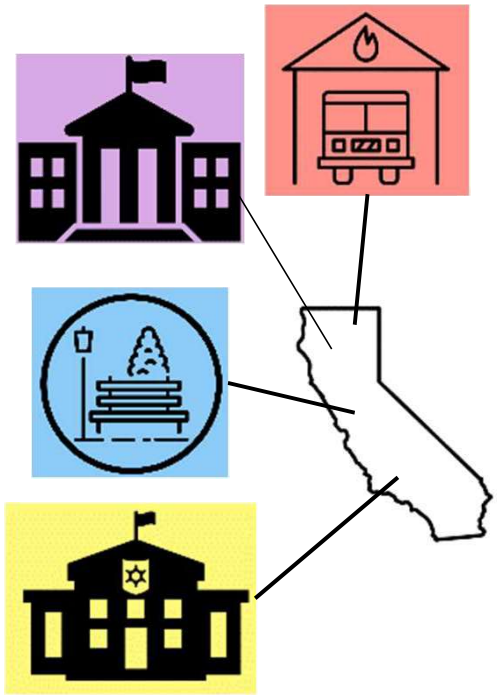
- Established in 1979 – Name Change in July 2020 from CSAC EIA
- Inyo County was a founding member in 1979
- Joint Powers Authority with primary goal: serve CA public agencies
- Create cost effective/member directed insurance risk pools
- Contain costs & provide in-depth services
- 54 of 58 Counties; 311 California Public Entities (approx. 2k organizations); 11 Non-California Participants (approx. 260 organizations)



PRISM
Public Risk Innovation, Solutions, and Management

Risk Sharing

PRISM is not traditional insurance, it is a member-directed risk sharing pool.



Member contributions are pooled for:

- Payment of claims
- Purchase of reinsurance
- Member services
- Administration
- Investment

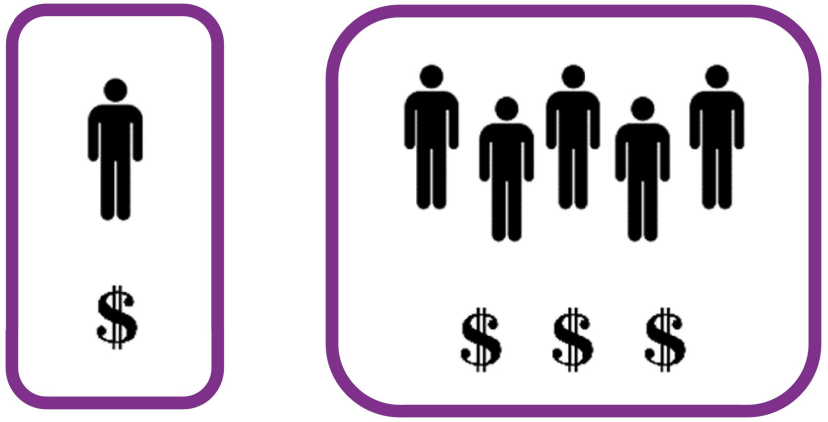
Contributions are based on annual budget.

PRISM
Public Risk Innovation, Solutions, and Management

Cost Drivers

Specifics vary by program, but generally:

- Exposure base (property values, payroll, etc.)
- Actuarial estimates of losses for pool layers
- Insurance market
- Investment returns

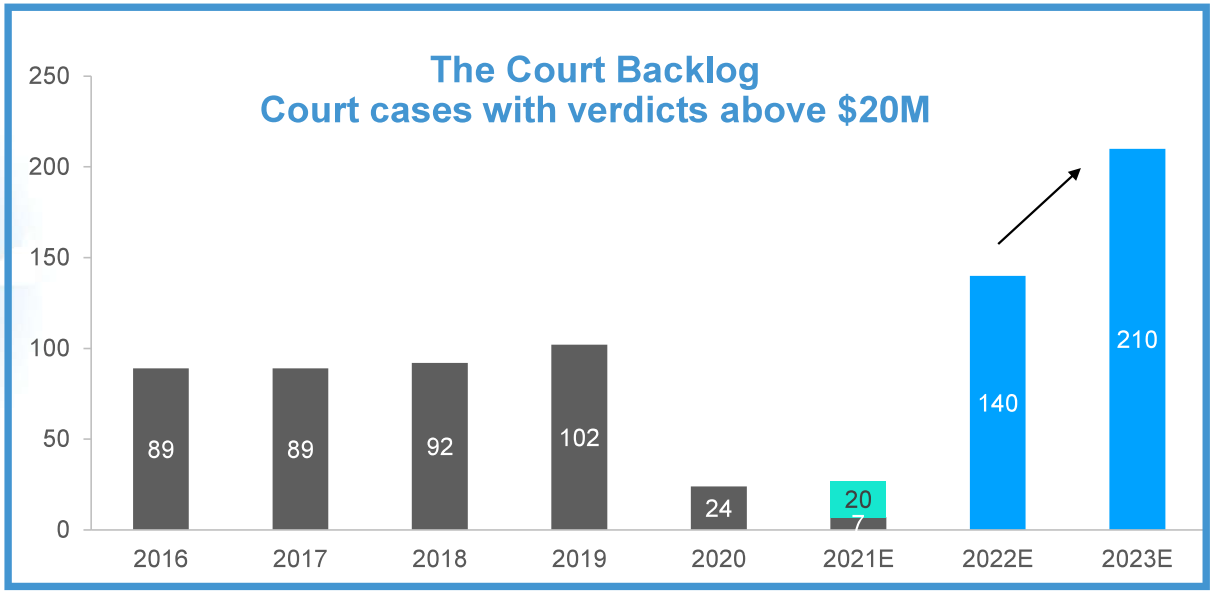


Why Are Costs Continuing to Increase?



Social Inflation and Nuclear Verdicts





Source: *Verdict Search, Inside P&C*

Why Are Costs Continuing to Increase?

Jurisdiction



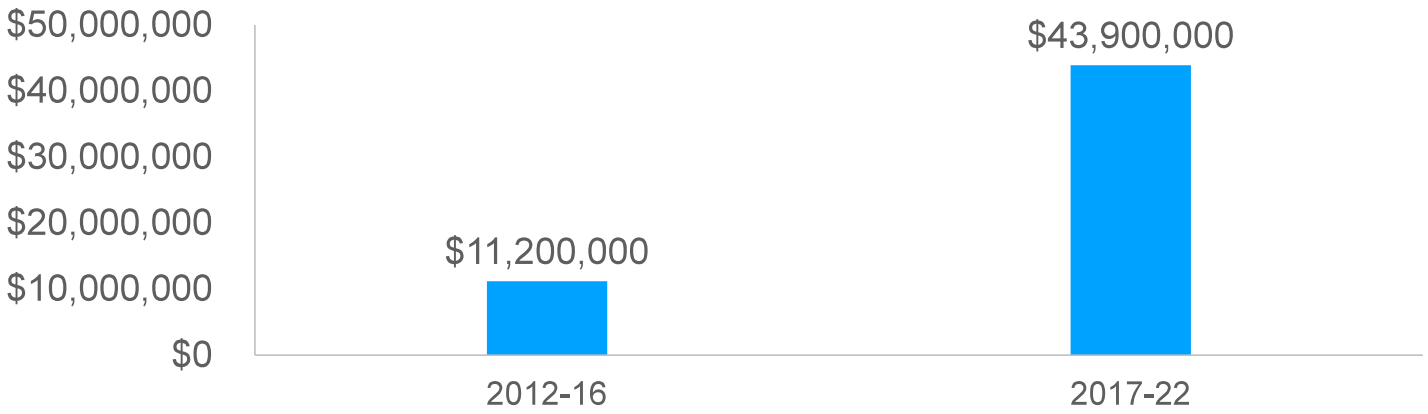


Why Are Costs Continuing to Increase?

Loss Severity (example)



Average Sexual Abuse Payout over $1m



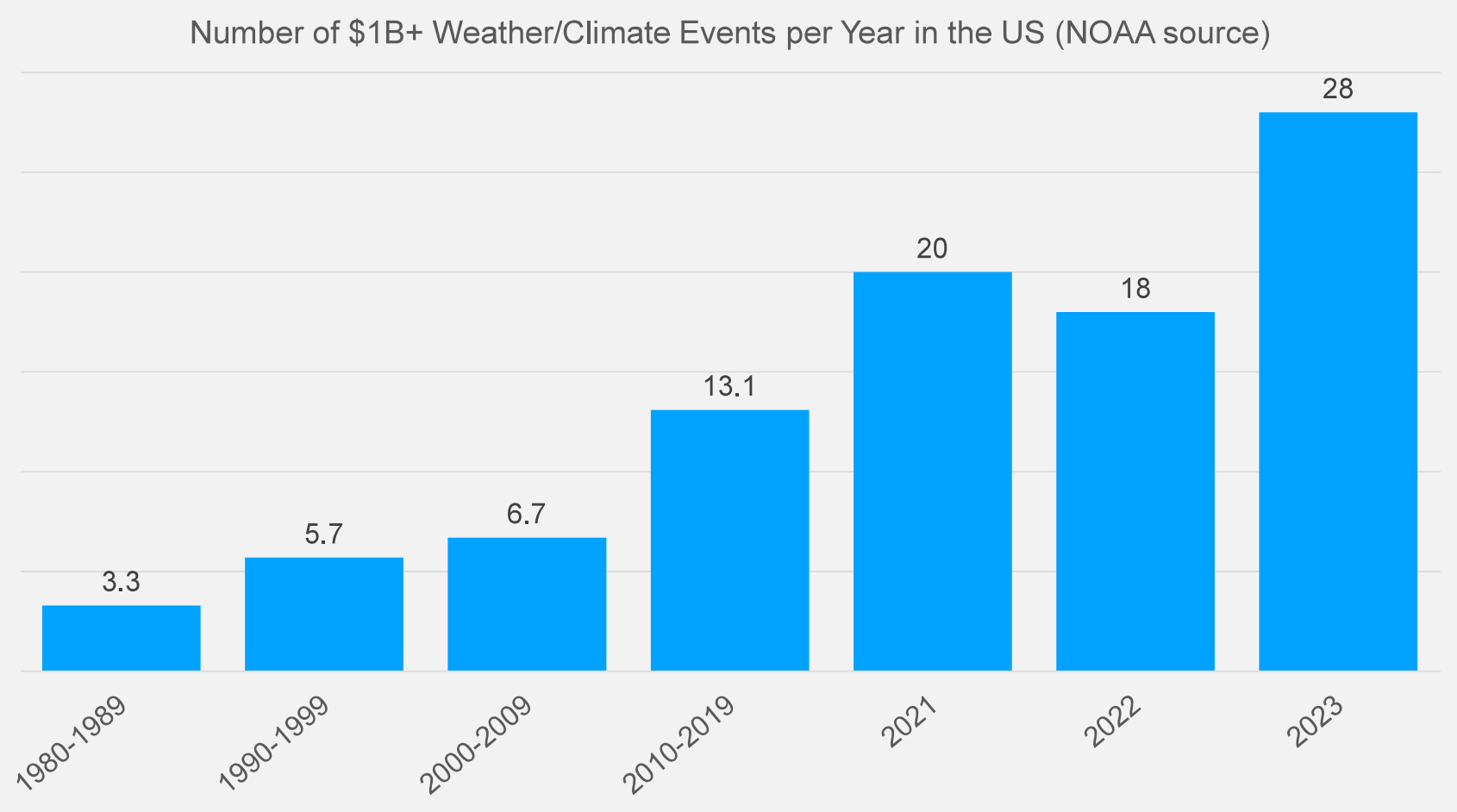
> Between 2017 and 2022, the **average payout** in 176 cases involving payouts of at least $1 million, **was $43.9 million,** according to an analysis issued Tuesday by Arlington, Texas-based Praesidium Inc., which specializes in preventing sexual abuse in organizations that serve youth and vulnerable adults.
> **This compares with an $11.2 million average for the 2012-2016 period,** which reflects data from 109 cases, according to the analysis.

Source: Business Insurance | Settlement payouts in sexual abuse cases increasing | Business Insurance

Property Market Update

CAT Events Over the Years

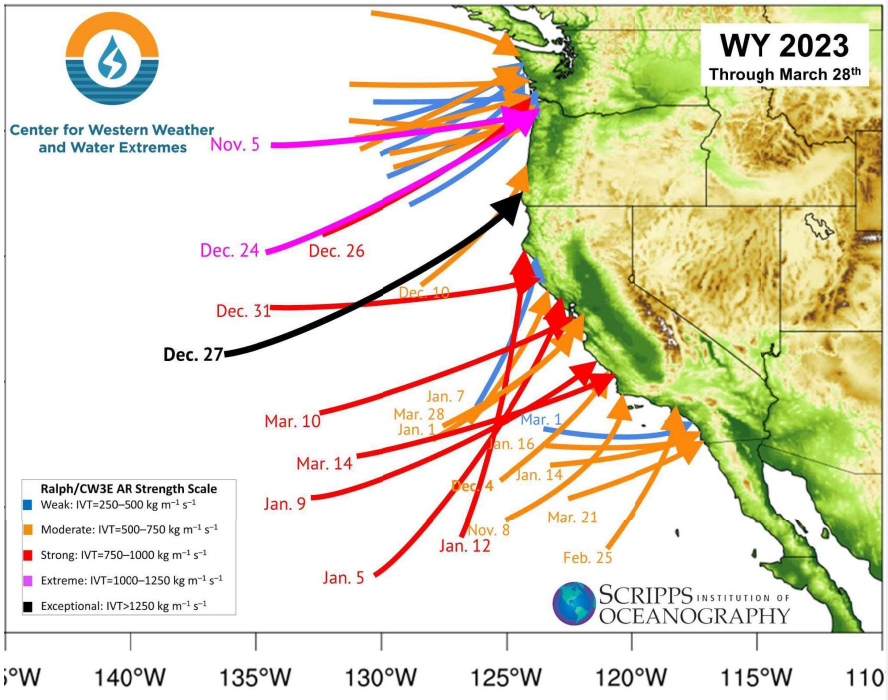
- Property rate increases are stabilizing
- The number of large Natural Catastrophes continue to increase
- PRISM has experienced losses in the self funded primary

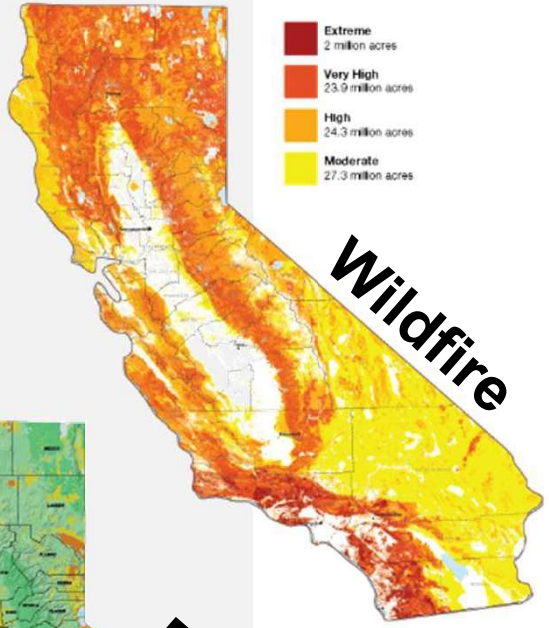


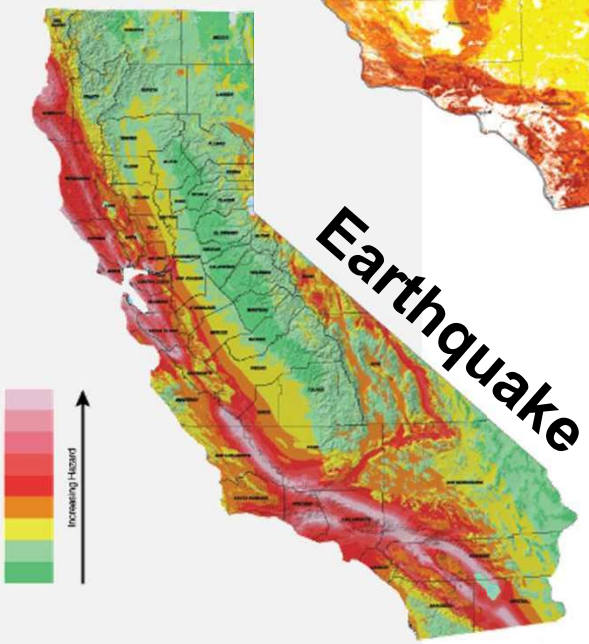
Property Market Update

California CATs are Challenging for Carriers

Atmospheric River







What is PRISM Doing About it?



Underwriting

- Development of efficient program structures
- Equitable allocations
- Assists with member retention analysis



Claims

- Assists in setting accurate reserves
- Recommends experts and other experts
- Assist in strategy and advise on settlement negotiations



Data & Analytics

- On staff actuarial and data analytics expertise, and a Data Scientist
- Predict future costs and establish appropriate funding
- Identify trends, emerging risks and opportunities for loss control



Loss Control/Member Services

- Tailored trainings and other services to address identified loss trends
- Identify and manage contracts with 3rd party resources for the members
- Manage the Enterprise Risk Consultant program available to the members

PRISM
Public Risk Innovation, Solutions, and Management

What is PRISM Doing About it?



Legislative Efforts

- Legislative Committee works with PRISM's lobbyist to support/oppose bills
- PRISM works with other JPAs to gather/analyze data to support legislation
- Support specific claims through Amicus briefs



Long Term Carrier Relationships

- PRISM and Alliant work throughout the year to maintain good carrier relationships
- Many have lasted over 25 years
- Incredibly valuable during difficult market conditions or complex claims situations

Captive Insurance Company

- PRISM developed a Captive Insurance Company
- PRISM Affiliated Risk Captive
- Allows for better investment returns thereby reducing the cost to the members

PRISM	Portfolio	ARC
4.73%	Liquidity	4.74%
6.39%	Core	6.99%
N/A	Equity	12.39%
5.73%	Consolidated	7.70%

Consolidated Earnings: 7.03%

PRISM
Public Risk Innovation, Solutions, and Management

* Earnings as of 6/30/25

What Can the County Continue Doing?

1. Take advantage of ***risk prevention*** and ***cost control programs*** offered through PRISM
2. ***Stay current*** on maintenance, inspections and training
3. Consider assuming more risk
4. Vigorously ***defend claims*** that are defensible
5. Ensure you can provide high-quality data
6. Support ***legislative change*** that is beneficial to defendants
7. Consider purchasing additional coverage limits
8. Help ***educate the public*** that the costs of nuclear verdicts are not borne by the insurance industry, but rather by public entities and ultimately the taxpayers

Questions?

We're here to help!



+ Gina Dean

PRISM Chief Executive Officer

916.850.7300
gdean@prismrisk.gov



+ Kevin Bibler

Alliant Senior Vice President

916.643.2719
kbibler@alliant.com

PRISM
Public Risk Innovation, Solutions, and Management

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DENELLE CARRINGTON
ACTING COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

October 7, 2025

Reference ID: 2025-577

Legislative Update with The Ferguson Group

County Administrator

NO ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Meaghan McCamman, Deputy County Administrator	Jeremiah Van Auken

RECOMMENDED ACTION:

Receive presentation/update from Jeremiah Van Auken and Kristi More, of The Ferguson Group, on legislative issues relevant to Inyo County.

BACKGROUND / SUMMARY / JUSTIFICATION:

Inyo County employs the services of The Ferguson Group, who specialize in representing public and private entities in Washington, D.C. in a wide array of capacities including federal funding as well as legislative and regulatory issues. Jeremiah Van Auken and Kristi More of The Ferguson Group will be providing the Board with a brief update on legislative issues relevant to Inyo County.

FISCAL IMPACT:

There is no fiscal impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could decide not to receive an update on salient legislative issues. This is not recommended, as The Ferguson Group has served as Inyo County's contracted federal advocates for several years and have important updates to share.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services I Improved Access to Government

APPROVALS:

Meaghan McCamman	Created/Initiated - 09/29/2025
Darcy Israel	Approved - 09/29/2025
Meaghan McCamman	Approved - 09/30/2025
Denelle Carrington	Final Approval - 09/30/2025

ATTACHMENTS:

INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

DENELLE CARRINGTON
ACTING COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

October 7, 2025

Reference ID: 2025-661

Update from Southern Inyo Hospital and Consideration of a Loan

County Administrator/Auditor-Controller/Treasurer-Tax Collector

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Amy Shepherd, Auditor/Controller, Denelle Carrington, Assistant CAO	Amy Shepherd, Auditor/Controller, Denelle Carrington, Assistant CAO

RECOMMENDED ACTION:

A) Receive a presentation from Southern Inyo Hospital District regarding its current financial situation and status of the hospital; and
B) Consider a potential loan arrangement from the County to Southern Inyo Hospital and direct staff to draft loan documents accordingly.

BACKGROUND / SUMMARY / JUSTIFICATION:

The Southern Inyo Hospital District (SIH) has requested the opportunity to formally update the Inyo County Board of Supervisors on the hospital's current financial situation and overall status. Dr. Kevin Flanigan, CEO of SIH, will be delivering a presentation to the Board.

The County has engaged in discussion with SIH on several matters related to its financial health, including short-term remedies and the exploration of long-term solutions. One of the key requests from SIH is for the County to consider providing a cash-flow loan of $500,000.

This proposed loan would be contingent upon the State's commitment to deliver emergency funding totaling $2.5 million. SIH projects that, with the receipt of these State funds, it will return to positive cash flow and would be in a position to repay the County loan by 2027.

Should the Board direct staff to proceed with drafting and executing a loan agreement, it is important to note that the loan would be unsecured. The County is informed, but has not independently confirmed, SIH does not possess any real property that could be offered as collateral and other alternatives to an unsecured loan have not been identified let alone carefully considered. As such, there is the potential that any such loan may not be reimbursed to the County if SIH goes into bankruptcy.

FISCAL IMPACT:

Additional Information			

If directed to prepare loan documents, staff may need to amend the FY2025-2026 budget to recognize the appropriation and will recommend which funding source(s) should be utilized for this loan.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The board may consider taking no action on this item.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Community Revitalization Through Effective Planning

APPROVALS:

Denelle Carrington	Created/Initiated - 09/25/2025
Darcy Israel	Approved - 09/25/2025
Amy Shepherd	Approved - 09/30/2025
John Vallejo	Approved - 09/30/2025
Denelle Carrington	Final Approval - 09/30/2025

ATTACHMENTS:

INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

DENELLE CARRINGTON
ACTING COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

October 7, 2025

Reference ID: 2025-649

United States Geological Survey Joint Funding Agreement

Planning Department

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Cathreen Richards, Planning Director	Cathreen Richards, Planning Director

RECOMMENDED ACTION:

Ratify and approve the Joint Funding Agreement (JFA) with the United States Geological Survey (USGS) for wells and springs monitoring in the Amargosa Desert in the amount of $8,000 for the period of October 1, 2025 through September 30, 2026 and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

The County has been participating in licensing activities being conducted by U.S. Nuclear Regulatory Commission (NRC) concerning the proposed Repository for High Level Nuclear Waste at Yucca Mountain for many years. Numerous agencies have groundwater monitoring wells in the Amargosa desert, including the U.S. Geological Survey (USGS), National Park Service (NPS), U.S. Fish and Wildlife Service (USFWS), Bureau of Land Management (BLM), and Nye County, Nevada. Many of these wells were developed in relation to the Yucca Mountain program, including several wells developed by Inyo County. The USGS monitors wells in the network and archives the data. This information is valuable to the County's Yucca Mountain program because if licensing proceedings are re-initiated in the future, the data will provide greater clarity about the groundwater link between the proposed Repository site and Inyo County.

The County has been participating in the monitoring of the Amargosa Well Network for many years, and the JFA between the County and USGS expired September 30, 2025. County staff has coordinated with USGS to prepare the attached new JFA to continue the County's participation in the monitoring program, but did not receive the 2025-2026 Agreement until September 16, 2025 causing this request to be late and subsequently requiring it be ratified. As discussed above, the network provides valuable data for the County's Yucca Mountain program, and staff recommends that the County continue to participate in the program by providing funding to the USGS for its monitoring activities.

FISCAL IMPACT:

Funding Source	Non-General Fund Yucca Mountain Repository	**Budget Unit**	620605
Budgeted?	Yes	**Object Code**	
	Ongoing Expenditure	**Sole Source?**	No

If Sole Source, provide justification below

Current Fiscal Year Impact
Up to $8,000 for the period between 2025 and 2026
Future Fiscal Year Impacts
N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could not approve the Joint Funding Agreement. This is not recommended because the Amargosa well network provides valuable information relevant to the County's Yucca Mountain program.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Natural Resource Protection
High Quality Services I Public Safety

APPROVALS:

Cathreen Richards	Created/Initiated - 09/16/2025
Darcy Israel	Approved - 09/17/2025
John Vallejo	Approved - 09/18/2025
Amy Shepherd	Approved - 09/18/2025
Nate Greenberg	Approved - 09/29/2025
Cathreen Richards	Final Approval - 09/29/2025

ATTACHMENTS:

1. USGS Joint Funding 25-26 Agreement

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Nevada Water Science Center
2730 N Deer Run Rd., Suite 3
Carson City, NV 89701

September 16, 2025

Catherine Richards
Planning Director
County of Inyo (Yucca Mountain Repository)
C/O Yucca Repository Assessment Office P.O. Drawer L
Independence, CA 93526

Dear Ms. Richards:

The Nevada Water Science Center thanks you for your continued support of the water-level and spring discharge monitoring program conducted cooperatively between the U.S. Geological Survey and the County of Inyo, California and other cooperators. The purpose of this study is to maintain a water-level and spring discharge monitoring network in the Amargosa Desert. The total cost to the County of Inyo is $8,000 for operation and maintenance (O&M) of this program for the period of October 1, 2025 - September 30, 2026. Pending availability of Cooperative Matching Funds from the Cooperative Water Program, we will contribute $6,026.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2025**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Geoffrey Moret at (702) 294-6038 or email gmoret@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Randall Miles at rjmiles@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

If you approve this work and the funding required, please sign the attached joint funding agreement and return a scanned copy to NVFinance@usgs.gov. Funds are not required at this time. A signed agreement is not a bill, only an agreement to pay for the work that will be done.

Sincerely,

SARAH PETERSON
Digitally signed by SARAH PETERSON
Date: 2025.09.16 15:29:12 -07'00'

Sarah Peterson
Acting Center Director

Enclosure
26ZJJFA00103

FBMS Customer Number **6000001003** SO Number _____ Agreement/PO Number **26ZJJFA00103**

NON-FEDERAL CHECKLIST

Elements of Agreement. All elements on the checklist must be included in the agreement package when applicable. Indicate by N/A if the element is not applicable. Each section must be verified by initialing on the line provided. The items where a check mark exists in the Page # column are mandatory and the page number must be provided to identify where the element can be found in the agreement package. The agreement package consists of the signed agreement and/or modification; cover/acceptance letter, addendum, or email; completed and signed reimbursable agreement checklist; and any other supporting documentation (e.g., exception memo, special rate approval).

NON-FEDERAL CUSTOMER INFORMATION SECTION:		***Initials:*** *rjm* Page #	*Comments*
1) Agreement/PO Number	√	1	26ZJJFA00103
2) Name of Organization	√	1	County of Inyo (Yucca Mountain Repository)
3) TIN *(excluding foreign)*	√	1	95-6005445
4) DUNS/UEI *(if available)*		N/A	
5) Point of Contact		2	Catherine Richards
6) Address		2	C/O Yucca Repository Assessment Office, Independence, CA, 93526
7) Office phone, Fax and/or Email		2	(760) 878-0447 / (n/a) / crichards@inyocounty.us
8) Signature(s) and Date(s)	√	2	
USGS INFORMATION SECTON:		***Initials:*** *rjm* Page #	*Comments*
1) Organization and Cost Center	√	1	Nevada Water Science Center
2) Legal authority to enter into agreement	√	1	Must be in the Agreement Package; 43 USC 36C; 43 USC 50, and 43 USC 50b
3) Project Chief/Principal Investigator		2	Geoffrey Moret
4) Address		2	500 Date Street , Boulder City NV 89005
5) Office phone, Fax and/or Email		2	(702) 294-6038 / (702) 294-7858 / gmoret@usgs.gov
6) Signature(s) and Date(s)	√	2	Is Agreement signed in accordance with Financial Delegations of Authority? For Non-Standard JFAs see SM 205.13.A
SCOPE OF WORK SECTION:		***Initials:*** *rjm* Page #	*Comments*
1) Period of Performance	√	1	Start & End Date; 10/1/2025 – 9/30/2026
2) Description of Services and Responsibilities		1	
3) Agreement Deliverables *(if applicable)*			
4) Authority to Publish *(if applicable)*	√	1	
5) If in-kind services provided, describe in agreement including amount (if applicable)			Voucher must be sent in with agreement. If not currently available., date you plan to forward to OAFM/FM
6) Equipment/Property requirements or restrictions *(if applicable)*			
FUNDING INFORMATION SECTION:		***Initials:*** *rjm* Page #	*Comments*
1) Total Amount of Agreement	√	1	USGS $6,026 / Cust $8,000
2) Modification Number *(if applicable)*	√	NA	
3) Amount of Modification *(if applicable)*	√	NA	
4) Fixed Cost *(if applicable)*	√	1	fixed
5) Funding Limitations	√	NA	Yes / No and include page # if yes
BILLING INFORMATION SECTION:		***Initials:rjm*** Page #	*Comments*
1) Billing Address/Contact/Office Phone	√	2	Paula Riesen / Yucca Mtn. Repository Assessment Office Independence, CA 93526
2) Frequency of Billing	√	2	____Monthly ____Quarterly ____Semi-annual __X__Annual ____In Advance
3) Mandatory Termination Clause	√	1	
INTERNAL INFORMATION SECTION:			
Miscellaneous (if Applicable):			*If Applicable:*
1) OPA Approval			ARS number must be listed on agreements when OPA approval is required
2) Conflict of Interest (COI) Form - (for work with the private sector, non-profits and academic institutions)			Must be available at Cost Center
3) Cost Share			Must be available at Cost Center
4) Special/Reduced Rate Approval			Must be scanned in FBMS for FM approval
5) Cover/Acceptance Letter			Copy of official letter to accept funds, state authority to publish, reimbursable, etc., must be filed with the agreement at the Center
6) Supports USGS Program			Write In – Functional Area: **G40CP0000**
7) Cost Calculations for Direct/Indirect Costs			Must be available at Cost Center

Project Chief/Principal Investigator (*Name/Phone/Signature*)
Geoffrey Moret (702) 294-6038 **Date**

Cost Center Financial Reviewer (*Name/Phone/Signature*)
Randall Miles (801) 908-5058 **Date**

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001003
Agreement #: 26ZJJFA00103
Project #: ZJ00EBM
TIN #: 95-6005445

Fixed Cost Agreement YES[X] NO[ ]

THIS AGREEMENT is entered into as of the October 1, 2025, by the U.S. GEOLOGICAL SURVEY, Nevada Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the County of Inyo (Yucca Mountain Repository) party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation **the water-level and spring discharge monitoring program**, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) $6,026 by the party of the first part during the period October 1, 2025 to September 30, 2026

(b) $8,000 by the party of the second part during the period October 1, 2025 to September 30, 2026

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001003
Agreement #: 26ZJJFA00103
Project #: ZJ00EBM
TIN #: 95-6005445

9. Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name:	Geoffrey Moret
	Chief, Southern NV Studies Section
Address:	500 Date Street
	Boulder City, NV 89005
Telephone:	(702) 294-6038
Fax:	(702) 294-7858
Email:	gmoret@usgs.gov

Customer Technical Point of Contact

Name:	Catherine Richards
	Planning Director
Address:	C/O Yucca Repository Assessment Office P.O. Drawer L
	Independence, CA 93526
Telephone:	(760) 878-0447
Fax:	(n/a)
Email:	crichards@inyocounty.us

USGS Billing Point of Contact

Name:	Randall Miles
	Administrative Officer
Address:	2329 West Orton Circle
	West Valley City, UT 84119
Telephone:	(801) 908-5058
Fax:	(n/a)
Email:	rjmiles@usgs.gov

Customer Billing Point of Contact

Name:	Sally Faircloth
	Project Coordinator
Address:	Yucca Mtn. Repository Assessment Office PO Drawer L
	Independence, CA 93526
Telephone:	(760) 878-0263
Fax:	(n/a)
Email:	sfaircloth@inyocounty.us

U.S. Geological Survey
United States
Department of Interior

Signature

SARAH PETERSON Digitally signed by SARAH PETERSON Date: 2025.09.16 15:28:51 -07'00' 9/16/2025

By_____ **Date:** _____

Name: Sarah Peterson

Title: Acting Director

County of Inyo (Yucca Mountain Repository)

Signatures

By_____ **Date:** _____

Name: Scott Marcellin

Title: Chair

By_____ **Date:** _____

Name:

Title:

By_____ **Date:** _____

Name:

Title:

INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

DENELLE CARRINGTON
ACTING COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

October 7, 2025

Reference ID: 2025-655

Contract with Crossroads Recovery Center

Health & Human Services

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Melissa Best-Baker, Deputy Director - Fiscal Oversight and Special Operations	Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Ratify and approve the contract between the County of Inyo and Crossroads Recovery Center for the provision of opioid remediation activities in an amount not to exceed $100,000 for the period of October 1, 2025 through June 30, 2026, and authorize the Health and Human Services Director to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Using the new OpenGov Request for Proposal (RFP) system, Health and Human Services released an RFP for the utilization of opioid settlement monies in accordance with the allowable uses of the funds. The Department received one response, which was from Crossroads Recovery Center.

Opioid remediation funding is money that local jurisdictions receive as part of nationwide settlements and class action lawsuits against pharmaceutical manufacturers, distributors, and retailers that contributed to the opioid crisis. Inyo County continues to receive funding as settlements are negotiated and funds are distributed to local jurisdictions. Approved uses of opioid remediation funds included opioid use disorder treatment, recovery support, connection to care, criminal justice strategies, support for families and children, prevention, harm reduction and training.

The RFP requested that respondents propose services to mitigate the impacts of the opioid crisis. Crossroads Recovery Center submitted a proposal to purchase a mobile harm reduction unit, provide recovery residence housing supports, purchase supplies for a youth prevention pop-up house, purchase monthly sobriety honor recognition event supplies, and open a recovery hangout center (setup, supplies and facilitation). All proposed activities align with the intended use of opioid remediation funding and will represent the first contract that Inyo County has made with an outside agency to utilize these funds.

FISCAL IMPACT:

Funding Source	Grant Funded (Opioid Settlement Funds)	**Budget Unit**	045202
Budgeted?	Yes	**Object Code**	5265
Recurrence	Ongoing Expenditure	**Sole Source?**	No
If Sole Source, provide justification below			

Current Fiscal Year Impact
Up to $100,000 for the period between October 1, 2025 and June 30, 2026
Future Fiscal Year Impacts
N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could choose to not approve this contract and/or instruct the Department to reissue the Request for Proposals to identify additional proposals. This is not recommended, as Crossroads Recovery Center has already demonstrated significant effort and dedication to addressing opioid use disorder and approving the contract does not preclude the Department from issuing additional RFPs to expand services in the future.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Enhanced Health, Social, & Senior Services

APPROVALS:

Melissa Best-Baker	Created/Initiated - 09/24/2025
Darcy Israel	Approved - 09/25/2025
Melissa Best-Baker	Approved - 09/25/2025
Gina Ellis	Approved - 09/29/2025
Anna Scott	Approved - 09/29/2025
Amy Shepherd	Approved - 09/30/2025
John Vallejo	Approved - 09/30/2025
Denelle Carrington	Final Approval - 09/30/2025

ATTACHMENTS:

1. Crossroads Contract

AGREEMENT BETWEEN COUNTY OF INYO

AND Crossroads Recovery Center

FOR THE PROVISION OF Opioid remediation activities

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the services of Crossroads Recovery Center (hereinafter referred to as "Contractor"). In consideration of the mutual terms and conditions hereinafter contained, the parties agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

1.1. Work to be Performed

The Contractor shall furnish to the County, upon its request, those services and work set forth in herein. Requests by the County to the Contractor to perform under this Agreement will be made by Melissa Best Baker, whose title is: Deputy Director. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee that any minimum amount of services or work will be requested of the Contractor. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions.

1.2. Tasks and Deliverables

Contractor provides a holistic, culturally responsive approach to opioid remediation in Inyo County by launching a **multi-pronged initiative** that meets people where they are—physically, emotionally, and spiritually. Their project addresses both urgent harm reduction needs and long-term community healing.

Their proposal includes five core components:

1. A **Mobile Harm Reduction Unit** (one-time capital purchase)
2. **Recovery Housing access** through the Contractor's Healing Village program
3. A **Prevention Pop-Up House** for youth education and engagement
4. **Monthly Sobriety Honor Recognition Events** to reduce stigma and celebrate community recovery

5. **Recovery Hangout Center** to offer safe, peer-led connection and support

2. TERM

The term of this Agreement shall be from Tuesday, October 7, 2025 to Tuesday, June 30, 2026 unless sooner terminated as provided below.

3. CONSIDERATION

3.1. Payment Terms

A. Compensation. County shall pay to Contractor in accordance with the **Schedule of Fees** set forth in herein for the services and work described in the **Scope of Work** which are performed by Contractor at the County's request.

B. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

C. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed $100,000.00 (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

D. Federal and State taxes.

i. Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

ii. County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars ($1,499.00).

iii. Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

iv. The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

3.2. Schedule of Fees

Below is an estimate of how the monies will be spent. Monics can be moved to different activities as long as the total is not over the contract amount. $75,000 will be paid at time of the contract be executed and then remaining $25,000 after proof of expenditure for the entire $100,000.

Description	Amount
Mobile Harm Reduction Unit (vehicle purchase and basic setup)	$60,000.00
Youth Prevention Supplies for Pop-Up	$2,000.00
Recovery Residence Bed Support for Inyo County residents	$25,000.00
Monthly Recovery Honor Meetings (venue, food, supplies)	$3,000.00
Recovery Hangout Center (setup, supplies, facilitation)	$10,000.00
TOTAL	$100,000.00

4. WORK SCHEDULE

Contractor's obligation is to perform, in a timely manner, those services and work identified in the **Scope of Work** which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in the **Scope of Work** must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in the **Scope of Work**. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in the **Scope of Work**, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: http://www.sam.gov.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and utility connections as are necessary for Contractor to provide the services identified in the **Scope of Work**. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items.

7. COUNTY PROPERTY

A. Personal Property of County. Any personal property provided to Contractor by County pursuant to this Agreement are the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items.

B. Products of Contractor'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, product, or manifestation of Contractor'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, Contractor will convey possession and title to all such properties to County.

8. MINIMUM INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

8.1. Commercial General Liability (CGL)

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$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.

8.2. Automobile Liability

Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

8.3. Workers' Compensation

Insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease. (*Provision may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers' compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.*)

8.4. Professional Liability (Errors and Omissions)

Insurance appropriate to the Contractor's profession, with limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

8.5. Abuse/Molestation Liability (Sexual assault and misconduct)

Coverage with limits no less than $1,000,000 per occurrence, $2,000,000 aggregate. (Provision waived if contract excludes direct service to minors, this is persons under the age of 18 years, or other vulnerable populations.)

8.6. Cyber Liability

insurance, with limits not less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement on intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses. (Provision waived if contract excludes access, maintenance, or transmission of client or County medical, financial, or personnel records.)

8.7. Contractor Broader Coverage

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.

8.8. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and 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.

Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. 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 toa loss until the Contractor's primary and excess liability policies are exhausted.

Waiver of Subrogation: Contractor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Inyo County by virtue of the payment of any loss under such insurance. The contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the 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 Professional Liability policies must provide that defense costs, including ALAE, will satisfy the SIR or deductible.

***Acceptability of Insurers*:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

***Claims Made Policies*:** If any of the required policies provide coverage on a claims-made basis:

A. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

B. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

***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. **All certificates and endorsements and copies of all Declarations and 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.

***Special Risks or Circumstances*:** Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in the **Scope of Work**, Contractor has no authority to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of the County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

10. DEFENSE AND INDEMNIFICATION

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against liability, loss, damage, expense, costs arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

11. RECORDS AND AUDIT

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement and any applicable laws, ordinances, or regulations. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement.

B. Inspections and Audits. Any authorized representative of County shall have access to any records including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making an audit, evaluation, or examination during the period such records are to be maintained by Contractor. Further, County has the right to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NONDISCRIMINATION

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352)

and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

13. CANCELLATION

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

14. ASSIGNMENT

This is an agreement for the services of Contractor. County has relied upon the skills, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract any part of this Agreement without the written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the written consent of County.

15. DEFAULT

If the Contractor abandons the work, fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement 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 Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

17. CONFIDENTIALITY

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

18. CONFLICTS

Contractor agrees that it has no interest, and shall not acquire any direct or indirect interest which would conflict in any manner or degree with the performance of the work and services under this Agreement.

19. POST AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement not to seek or accept any employment with any entity which, 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, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY

If any portion of this Agreement shall be declared invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. FUNDING LIMITATION

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

22. AMENDMENT

This Agreement may be modified by the mutual consent of the parties, 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.

23. NOTICE

Any notice regarding this Agreement shall be in writing and may be personally served, or sent by prepaid first-class mail to, the respective parties as follows:

County of Inyo:

Health and Human Services
1360 N Main Street Bishop CA, 93514

Contractor:

Crossroads Recovery Center
536 W Line Street, # A Bishop, CA 93514

24. 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.

COUNTY OF INYO	CONTRACTOR
_____ Signature	Arlene Brown Signature
_____ Print or Type Name	Arlene Brown Print or Type Name
_____ Date	9/24/2025 Date

APPROVED AS TO FORM AND LEGALITY:

John-Carl Vallejo
John-Carl Vallejo (Sep 25, 2025 12:49:02 PDT)
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Marissa Silvas (On Behalf of Amy Shepherd)
Marissa Silvas (On Behalf of Amy Shepherd) (Sep 25, 2025 16:10:24 PDT)
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Aaron Holmberg (Sep 25, 2025 16:24:29 PDT)

County Risk Manager

INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

DENELLE CARRINGTON
ACTING COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

October 7, 2025

Reference ID: 2025-656

Community Services Solutions Contract

Health & Human Services

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Melissa Best-Baker, Deputy Director - Fiscal Oversight and Special Operations	Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

A) Declare Community Service Solutions a sole-course provider for In-Home Supportive Services (IHSS) Registry, Employer of Record, and Labor Union Negotiations Service; B) Ratify and approve the contract between the County of Inyo and Community Service Solutions for the provision of an IHSS Registry and Employer of Record Services in an amount not to exceed $570,000 for the period of October 1,2025 through June 30, 2028, contingent upon the Board's adoption of future budgets; and C) Authorize the Health and Human Services Director to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

Per Welfare and Institutions Code 12301.6, a County Board of Supervisors may, at its option, elect to do either of the following: (1) Contract with a nonprofit consortium to provide for the delivery of in-home supportive services. (2) Establish, by ordinance, a public authority to provide for the delivery of in-home support services.

Historically, Inyo County has contracted with a nonprofit consortium to provide for the delivery of in-home supportive services as it relates to the areas of acting as the employer of record, negotiating with the labor union and providing IHSS provider registry functions. While the majority of counties have an established public authority, small counties such as ours continue to use the nonprofit consortium option. Community Solutions has an office established in Inyo County with an established relationship with both In-Home Supportive Services (IHSS) caregivers and also provides other services. They are the only nonprofit consortium established in the area that provides this service and they have indicated a willingness to continue to provide IHSS services for Inyo County. The contract utilizes the full annual allocation available to the County for the IHSS Public Authority/Non-Profit Consortium Administration function. The Department respectfully requests your Board declare Community Service Solutions a sole source provider and approve the contract as requested.

This contract is coming late to the Board due to staff vacancies and working through the Open Gov system.

FISCAL IMPACT:

Funding Source	Non-General Fund (Social Services Realignment)	**Budget Unit**	055800
Budgeted?	Yes	**Object Code**	5265
Recurrence	Ongoing Expenditure	**Sole Source?**	Yes

If Sole Source, provide justification below

While the majority of counties have an established public authority, small counties such as ours continue to use the nonprofit consortium option. Community Solutions has an office established in Inyo County with an established relationship with both IHSS caregivers and also provides other services. They are the only nonprofit consortium established in the area that provides this service and they have indicated a willingness to continue to provide IHSS services for Inyo County. The Department respectfully requests your Board declare Community Service Solutions a sole source provider and approve the contract as requested.

Current Fiscal Year Impact
Up to $190,000 for the period between October 1, 2025 and June 30, 2026. This contract is used to meet the County IHSS Maintenance of Effort.
Future Fiscal Year Impacts
Up to $190,000 for the period between July 1, 2026 and June 30, 2027 and up to $190,000 for the period between July 1, 2027 and June 30, 2028.
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could deny this request, which would require the County to establish a Public Authority to ensure we are in compliance with State Requirements.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Enhanced Health, Social, & Senior Services

APPROVALS:

Melissa Best-Baker	Created/Initiated - 09/18/2025
Darcy Israel	Approved - 09/22/2025
Melissa Best-Baker	Approved - 09/25/2025
Gina Ellis	Approved - 09/29/2025
Anna Scott	Approved - 09/29/2025
Amy Shepherd	Approved - 09/30/2025
John Vallejo	Approved - 09/30/2025
Denelle Carrington	Final Approval - 09/30/2025

ATTACHMENTS:

1. Community Services Solutions Contract
2. Sole Source Form

AGREEMENT BETWEEN COUNTY OF INYO

AND Community Service Solutions

FOR THE PROVISION OF IHSS Employer of Record

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the services of Community Service Solutions (hereinafter referred to as "Contractor"). In consideration of the mutual terms and conditions hereinafter contained, the parties agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

1.1. Work to be Performed

The Contractor shall furnish to the County, upon its request, those services and work set forth in herein. Requests by the County to the Contractor to perform under this Agreement will be made by Darcia Blackdeer Lent, whose title is: Deputy Director. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee that any minimum amount of services or work will be requested of the Contractor. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions.

1.2. Tasks and Deliverables

Contractor will act as the non-profit consortium employer of record for lnyo County ln-Home Supportive Services (IHSS) providers for the purposes of collective bargaining over wages, hours, and other terms and conditions of employment and other related activities, including, but not limited to:

- Assistance to recipients in finding IHSS providers through establishment and maintenance of a registry.
- lnvestigations of the qualifications and backgrounds of potential providers.
- A referral system under which IHSS providers shall be referred to recipients.
- Training for providers and recipients.

- Recruitment and outreach for new IHSS recipients throughout the County, including south and southeast communities.
- Ensure that the requirements of all relevant laws and regulations are met.
- Maintain office hours for public access Monday through Friday, following the current Holiday Schedule of the County.

More specifically, the Contractor will provide the following:

Labor Negotiations:

1. Provision of all IHSS labor relations activities on behalf of lnyo County including but not limited to acting as spokesperson on behalf of and under the direction of the lnyo County Board of Supervisors, or their designee, in IHSS provider wage and benefit of negotiations; analyses of Union proposals; preparation of counter proposals and provision of negotiations of final proposals; report regularly to the Health and Human Services (HHS) Director and to the County Administrative Officer (CAO) and/or their designees on the status of negotiations.
2. Analysis, interpretation and explanation of provisions of labor agreements, labor law and governing entity policies and procedures regarding labor relations.
3. Provision of advice and consultation on all matters relating to IHSS labor negotiations.
4. Obtaining and analyzing salary and other compensation information from comparable agencies.
5. Calculation of anticipated cost impact to the county to implement any recommended changes in salary and benefits, as well as impact of non-economic changes in terms and conditions of employment.
6. Presentation of a recommended IHSS labor contract to the lnyo County Board of Supervisors.
7. Preparation and presentation of the case in any administrative hearings in matters such as grievances, complaints and disciplinary actions as it relates to IHSS provider rights.
8. As directed by the CAO or HHS Director, Contractor will perform research relating to labor relations and human resource matters.
9. Contractor shall review and analyze proposed legislation, relevant to IHSS, to determine the effect on county operations, finances and labor relations/human resources.

Public Authoritv/Nonprofit Consortium (PS/NPC) Administrative Rate

Contractor will develop and obtain a PA/NPC administrative rate for approval by the lnyo County Board of Supervisors and the California Department of Social Services annually or as necessary, in consultation with the Health & Human Services Director or their designee. The rate will allow lnyo County to charge PA/NPC administrative costs to the State through the county claiming process.

Provider Registry

1. Contractor will maintain a registry of IHSS providers, with current status, contact information, and availability as back-up provider.
2. Contractor will provide assistance to recipients in finding a provider(s) on the IHSS registry. Recipients shall maintain the right to interview, hire, supervise, and fire their provider(s).
3. Contractor will be responsible for conducting all provider enrollment activities, including securing a criminal background check of each applicant to the provider registry.

4. Contractor will be authorized to utilize the Case Management, Payrolling, and lnformation System (CMIPS) for all necessary provider-related activities, such as provider enrollment and assignment and/or termination of providers to/from recipient cases.
5. Contractor will conduct mandatory training for providers and recipients, as directed by State law. This includes but is not limited to:
a. Eligibility requirements of IHSS providers
b. Rules, regulations, and provider-related processes and procedures, including timesheets
c. Consequences of committing fraud in the IHSS program
d. How to report suspected fraud or abuse in the provision or receipt of IHSS services
e. Laws regarding minimum wage and overtime pay, including paid traveltime and wait time
f. Other required training pursuant to State and Federal law.
6. Contractor will provide ongoing assistance and conduct voluntary trainings for providers and recipients as needed, due to identification of local trends or potential issues, or in consultation with the Director of Social Services.
7. Contractor will routinely recruit applicants to the provider registry through print and web-based media, including, but not limited to flyers on community bulletin boards, newspapers, job websites, and local social media sites.
8. Contractor will create and maintain a website for lnyo County IHSS providers and recipients with information pertaining to the IHSS program. This includes but is not limited to:
a. Program regulations
b. Training videos
c. Program forms
d. Other useful resources.
9. Contractor will consult with the HHS Director or their designee and IHSS staff for input on website content.
10. Contractor will create and distribute a quarterly newsletter to all lnyo County lHSS providers and recipients with current news, legislative and/or program updates, training opportunities, and other pertinent updates.

Bilingual Access

Contractor will ensure Spanish speaking IHSS providers and recipients have equal access to training and program supports. Recruitment of providers will be in English and Spanish.

Employer of Record

L. Contractor will assist IHSS Providers with timesheets, payroll-related questions, employment and earnings verifications and Workers Compensation paperwork.
2, Contractor will assist outside agencies with employment and earnings verifications requests. Outside agency requests may come from, but are not limited to:
a. Workers Compensation
b. District Attorney
c. Welfare Departments
d. State and Federal Agencies

Timesheets

1. Contractor will assist current and new providers and recipients/consumers with registering for electronic or telephonic timesheets.

2. Contractor will provide on-going assistance for both providers and recipients/consumers with timesheet questions and needs.

Coordination with the County of Inyo

1. Contractor will regularly and on an on-going basis solicit input from the HHS Director, appropriate HHS division leads, supervisors, staff and consumers regarding provider training and the registry.
2. Contractor will remain in regular contact with the CAO and/or his designee with regard to labor negotiations and County policies with respect to wages and benefits.
3. Contractor will not act independently in authorizing wages, benefits, or policy. All decisions on wages, benefits, or policy will be authorized by the CAO before being presented by the Contractor.
4. Contractor will regularly brief the CAO and/or his designee on labor negotiations, rationale behind wages, benefits or policy strategy negotiations, and any proposed policy changes.
5. Contractor will maintain current knowledge of applicable IHSS regulations and guidance; review IHSS program updates, letters, and notices from the California Department of Social Services; and coordinate with appropriate HHS managers, supervisors, staff and consumers regarding implementation of applicable changes and establishment of best practices and recommend policy and procedure changes to ensure compliance.

IHSS Advisory Committee

1. Contractor will administer the lnyo County IHSS Advisory Committee, to include:
a. Scheduling meetings
b. Preparing and distributing agendas and minutes
c. Presenting current issues and topics relating to the IHSS program
2. Contractor will work with County to recruit members for IHSS Advisory Committee in consultation with the lnyo County Clerk of the Board of Supervisors. Members shall be appointed by the lnyo County Board of Supervisors.
3. The Advisory Committee shall provide ongoing advice and recommendations regarding the IHSS program to the lnyo County Board of Supervisors.

2. TERM

The term of this Agreement shall be from Wednesday, October 1, 2025 to Friday, June 30, 2028 unless sooner terminated as provided below.

3. CONSIDERATION

3.1. Payment Terms

A. Compensation. County shall pay to Contractor in accordance with the **Schedule of Fees** set forth in herein for the services and work described in the **Scope of Work** which are performed by Contractor at the County's request.

B. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, or other type of remuneration for services rendered under this

Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

C. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed $570,000.00 (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

D. Federal and State taxes.

i. Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

ii. County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars ($1,499.00).

iii. Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

iv. The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

3.2. Schedule of Fees

The total cost of services stated in the Scope of Work shall be estimated to be up to $190,000 per fiscal year. California Department of Social Services determines the IHSS PA/NPC Administration and Advisory committee allocations each year. We will be paying that allocation to the Contractor in monthly payments.

We will pay contractor for IHSS PA/NPC administration at a flat rate of $15,000 until the allocation is released. Once the allocation is released each year, we calculate the amount remaining and pay that in monthly equal installments.

For the IHSS Advisory Committee, we will pay contractor at a flat rate of $498 per month.

Contractor will submit invoices monthly for the administration and advisory committee rates.

4. WORK SCHEDULE

Contractor's obligation is to perform, in a timely manner, those services and work identified in the **Scope of Work** which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule but will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in the **Scope of Work** must be procured by Contractor and be valid at the time Contractor enters into this Agreement or as otherwise may be required. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in the **Scope of Work**. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in the **Scope of Work**, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: http://www.sam.gov.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and utility connections as are necessary for Contractor to provide the services identified in the **Scope of Work**. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items.

7. COUNTY PROPERTY

A. Personal Property of County. Any personal property provided to Contractor by County pursuant to this Agreement are the sole and exclusive property of County. Contractor

will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items.

B. Products of Contractor'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, product, or manifestation of Contractor'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, Contractor will convey possession and title to all such properties to County.

8. MINIMUM INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

8.1. Commercial General Liability (CGL)

Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$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.

8.2. Automobile Liability

Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

8.3. Workers' Compensation

Insurance as required by the State of California, with **Statutory Limits**, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

8.4. Professional Liability (Errors and Omissions)

Insurance appropriate to the Contractor's profession, with limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate.

8.5. Cyber Liability

insurance, with limits not less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement on intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses. (Provision waived if contract excludes access, maintenance, or transmission of client or County medical, financial, or personnel records.)

8.6. Contractor Broader Coverage

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.

8.7. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and 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.

***Notice of Cancellation*:** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. 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 toa loss until the Contractor's primary and excess liability policies are exhausted.

***Waiver of Subrogation*:** Contractor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Inyo County by virtue of the payment of any loss under such insurance. The contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

***Self-Insured Retentions*:** Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the 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 Professional Liability policies must provide that defense costs, including ALAE, will satisfy the SIR or deductible.

***Acceptability of Insurers*:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

***Claims Made Policies*:** If any of the required policies provide coverage on a claims-made basis:

A. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

B. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

***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. **All certificates and endorsements and copies of all Declarations and 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.

***Special Risks or Circumstances*:** Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in the **Scope of Work**, Contractor has no authority to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of the County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

10. DEFENSE AND INDEMNIFICATION

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against liability, loss, damage, expense, costs arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

11. RECORDS AND AUDIT

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement and any applicable laws, ordinances, or regulations. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement.

B. Inspections and Audits. Any authorized representative of County shall have access to any records including, but not limited to, financial records of Contractor, which County

determines to be pertinent to this Agreement, for the purposes of making an audit, evaluation, or examination during the period such records are to be maintained by Contractor. Further, County has the right to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NONDISCRIMINATION

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

13. CANCELLATION

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

14. ASSIGNMENT

This is an agreement for the services of Contractor. County has relied upon the skills, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract any part of this Agreement without the written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the written consent of County.

15. DEFAULT

If the Contractor abandons the work, fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement 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 Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

17. CONFIDENTIALITY

Contractor further agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

18. CONFLICTS

Contractor agrees that it has no interest, and shall not acquire any direct or indirect interest which would conflict in any manner or degree with the performance of the work and services under this Agreement.

19. POST AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement not to seek or accept any employment with any entity which, 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, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY

If any portion of this Agreement shall be declared invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. FUNDING LIMITATION

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

22. AMENDMENT

This Agreement may be modified by the mutual consent of the parties, 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.

23. NOTICE

Any notice regarding this Agreement shall be in writing and may be personally served, or sent by prepaid first-class mail to, the respective parties as follows:

County of Inyo:

Health and Human Services
1360 N Main Street Bishop CA, 93514

Contractor:

Community Service Solutions
407 West Line Street, #3, Bishop, CA 93514

24. 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.

COUNTY OF INYO	CONTRACTOR
	Amanda Philips
Signature	Signature
	Amanda Philips
Print or Type Name	Print or Type Name
	09/20/2025
Date	Date

APPROVED AS TO FORM AND LEGALITY:

John-Carl Vallejo

John-Carl Vallejo (Sep 22, 2025 09:54:37 PDT)

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Armand Pigeon on behalf of Amy Shepard

Armand Pigeon on behalf of Amy Shepard (Sep 24, 2025 14:23:02 PDT)

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

K. Oney

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Aaron Holmberg

Aaron Holmberg (Sep 25, 2025 15:33:12 PDT)

County Risk Manager

County of Inyo

Sole Source Authorization Form

Vendor: Community Service Solutions	
Date: 09/18/2025	

A sole source procurement may be justified in the following situations: Section II.D.1 *(located on page 6)*

Sole source procurements are the exception, not the norm. They are to be used sparingly and shall not be used in lieu of any competitive process simply because the department failed to allot sufficient time to engage in the competitive process or because the department finds the competitive process to be onerous.

Select one of the following:

- ☐ The capability of the proposed contractor is critical to the specific effort and makes the contractor clearly unique compared to other contractors in the general field.
- ☐ The proposed contractor has prior experience of a highly specialized nature that is vital to the proposed effort.
- ☐ The proposed contractor has facilities, staffing, or equipment that are specialized and vital to the services being requested.
- ☑ The proposed contractor has a substantial investment that would have to be duplicated at the County's expense by another contractor entering the field.
- ☐ A critical proposed schedule for the service and/or product that only one proposed contractor can meet.
- ☐ A lack of competition because of the existence of patent rights, copyrights, trade secrets, and/or location.

Amount	Required Action
Less than or equal to $5,000	Compliance with the competitive process is not required, but price shopping is encouraged.
☐ $5,001 to $10,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained.
	☐ Informal bids received
☐ $10,001 to $25,000	Three informal bids (e.g. printouts from websites showing prices or quotes solicited from vendors) must be obtained.
	☐ Informal bids received
☐ $25,001 to $75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date.
	☐ RFP/RFQ Received by Board Clerk on _____
Over $75,000	A formal RFP or RFQ must be prepared and publicized, with sealed submissions opened on a predetermined date.
	Board Approval Required

County of Inyo

Sole Source Authorization Form

Sole Source Justification:

While the majority of counties have an established public authority, small counties such as ours continue to use the nonprofit consortium option. Community Service Solutions has an office established in Inyo County with an established relationship with both IHSS caregivers and also provides other services. They are the only nonprofit consortium established in the area that provides this service and they have indicated a willingness to continue to provide IHSS services for Inyo County.

Department Head Signature

Sole Source Approval

Denelle Carrington

Denelle Carrington (Sep 23, 2025 08:49:29 PDT)

Purchasing Agent Signature

John-Carl Vallejo

John-Carl Vallejo (Sep 22, 2025 09:54:37 PDT)

County Counsel Signature

Marissa Silvas

Marissa Silvas (Sep 23, 2025 09:54:14 PDT)

Auditor-Controller Signature

INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

DENELLE CARRINGTON
ACTING COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

October 7, 2025

Reference ID: 2025-628

Intergovernmental Agreement (IA) DMC - 25-50087 Performance Contract for Drug Medi-Cal Services for 2025-2026

Health & Human Services - Behavioral Health

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Lucy Vincent, Administrative Secretary	Anna Scott, Health & Human Services Director

RECOMMENDED ACTION:

Ratify and approve the agreement between the County of Inyo and the Department of Health Care Services (DHCS) of Sacramento, CA for the provision of Drug Medi-Cal services for the period of July 1, 2025 through December 31, 2026, and authorize the Health and Human Services Director to sign the Standard Agreement and Contractor Certification Clauses and fill out and sign the Certification Regarding Lobbying Attachment via DocuSign.

BACKGROUND / SUMMARY / JUSTIFICATION:

This agreement comes before you for ratification as it was received for California Department of Health Care Services at the end of July, although the contract period is retroactive to July 1, 2025. This agreement outlines the requirements that Inyo County Health and Human Services (HHS) Behavioral Health Division must meet as the designated Drug Medi-Cal provider for Inyo County to be able to bill Medi-Cal for substance use disorder services.

FISCAL IMPACT:

There is no funding specifically tied to this agreement. However, complying with the terms of the performance contract allows the HHS Behavioral Health division to bill Drug Medi-Cal for treatment services provided by staff.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Your Board could deny ratification and approval of the Standard Agreement of the Drug-Medi-Cal Plan. This is not recommended as Inyo County would no longer be the Medi-Cal plan for drug medi-cal services and would lose both Medicaid and realignment funds.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

High Quality Services I High-Quality County Government Services
High Quality Services I Improved Access to Government
High Quality Services I Public Safety and Emergency Response

APPROVALS:

Lucy Vincent	Created/Initiated - 09/03/2025
Darcy Israel	Approved - 09/03/2025
Lucy Vincent	Approved - 09/03/2025
Melissa Best-Baker	Approved - 09/18/2025
Anna Scott	Approved - 09/24/2025
Christian Milovich	Approved - 09/24/2025
Amy Shepherd	Approved - 09/25/2025
John Vallejo	Approved - 09/30/2025
Denelle Carrington	Final Approval - 10/01/2025

ATTACHMENTS:

1. Transmittal Letter
2. Performance Contract

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
Michelle Baass | Director

DATE: July 31, 2025

TO: County of Inyo

SUBJECT: Transmittal of the Intergovernmental Agreement for July 1, 2025 - December 31, 2026

Enclosed for signature is the Intergovernmental Agreement (IA) for Drug Medi-Cal Services for 2025-2026.

The IA must be signed by the Contractor's appropriate designee and returned to the Department of Health Care Services (DHCS) by **September 19, 2025**. The requirements for processing the enclosed contract for DocuSign include the following:

Obtain a resolution, approved board minutes, order, motion, or ordinance from your County Board of Supervisors, which specifically approves and authorizes execution of this contract and signer.

Email a copy of the resolution, approved board minutes, order, motion, or ordinance to Sarah Rougeux at Sarah.Rougeux@dhcs.ca.gov, with the name/title/email of the signer(s) (including the order of signature if more than one signer).

Upon DHCS' receipt of the county Board of Supervisors resolution/minute order/etc. authority documentation, the DocuSign will be prepared by DHCS' Contracts Division and routed to signer(s). A signed copy will be returned for your records with all related contractual documents.

Should you have any questions, please contact me at (916) 345-8472.

Sincerely,

Sarah Rougeux

Sarah T. Rougeux, Contract Analyst
Department of Health Care Services Medi-Cal Behavioral Health Division
Policy Division Administrative Section
Contracts Unit

Enclosures:

- Standard Agreement (Form STD 213)
- Exhibit A - Scope of Work
- Exhibit A - Attachments
- Exhibit B - Budget Detail and Payment Provisions
- Exhibit D - Special Terms and Conditions
- Exhibit E - Additional Provisions
- Exhibit E Attachments - Definitions
- Exhibit F - Business Associate Addendum
- CCC 04/2017 (Contractor Certification Clauses)

Docusign Envelope ID: B2AA21F4-4AB0-445D-95DA-C4FE62BE003E **D:** 4260-2550087

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-50087	

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

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTOR NAME

County of Inyo

2. The term of this Agreement is:

START DATE

July 1, 2025

THROUGH END DATE

December 31, 2026

3. The maximum amount of this Agreement is:

$0.00 (Zero Dollars)

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	7
Exhibit A, Attachment 1	[Reserved]	1
Exhibit A, Attachment 2A	[Reserved]	1
+ - Exhibit A, Attachment 2B	[Reserved]	1
+ - Exhibit A, Attachment 2C	[Reserved]	1
+ - Exhibit A, Attachment 2D	[Reserved]	1
+ - Exhibit A, Attachment 2E	{DMC only}: SCOPE OF SERVICES	16
+ - Exhibit A, Attachment 2F	[Reserved]	1
+ - Exhibit A, Attachment 3	Financial Requirements	1
+ - Exhibit A, Attachment 4	Management Information Systems	5
+ - Exhibit A, Attachment 5	[Reserved]	1
+ - Exhibit A, Attachment 6	Utilization Management and Parity	1

In process

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

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-50087	

Exhibits	Title	Pages
+ - Exhibit A, Attachment 7	{SMHS and DMC-ODS only} Access and Availability of Services	1
+ - Exhibit A, Attachment 8	Provider Network, Contracted Providers, and Timely Access	4
+ - Exhibit A, Attachment 9	[Reserved]	1
+ - Exhibit A, Attachment 10	Coordination and Continuity of Care	2
+ - Exhibit A, Attachment 11	Information Requirements	12
+ - Exhibit A, Attachment 12	Member Problem Resolution	17
+ - Exhibit A, Attachment 13	Program Integrity	7
+ - Exhibit A, Attachment 14	Reporting Requirements	4
+ - Exhibit B	Budget Detail and Payment Provisions	6
+ - Exhibit C *	General Terms and Conditions	GTC (02/2025)
+ - Exhibit D	Special Terms and Conditions	40
+ - Exhibit E	Additional Provisions	18
+ - Exhibit E, Attachment 1	General Definitions	12
+ - Exhibit E, Attachment 2	SMHS: Service Definitions	9
+ - Exhibit E, Attachment 3	DMC and DMC-ODS: Service Definitions	5
+ - Exhibit F	Business Associate Addendum	6

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

In Process

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

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-50087	

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
1360 N. Main Street, Suite 124	Bishop	CA	93514

PRINTED NAME OF PERSON SIGNING	TITLE
Anna Scott	HHS Director
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Health Care Services

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

PRINTED NAME OF PERSON SIGNING	TITLE
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) WIC 14184.401(a), 14184.102(e)

In Process

Docusign Envelope ID: B2AA21F4-4AB0-445D-95DA-C4FE62BE003E

Exhibit A
SCOPE OF WORK

1. Service Overview

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

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

C. This Contract covers the provision of:

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

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

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

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

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

E. {Integrated contracts only}

Docusign Envelope ID: B2AA21F4-4AB0-445D-95DA-C4FE62BE003E

Exhibit A
SCOPE OF WORK

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

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

2. Service Location

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

3. Service Hours

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

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

4. Project Representatives

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

Department of Health Care Services	**County of Inyo**
Program Director: Linda Dornseif Telephone: 916-224-8155 Email: linda.dornseif@dhcs.ca.gov	Anna Scott, Director Telephone: (760) 873-3305 Fax: (760) 873-6505 Email: ascott@inyocounty.us

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B. Direct all inquiries to:

Department of Health Care Services	**County of Inyo**
Medi-Cal Behavioral Health Division/Program Policy Section Attention: Ivan Bhardwaj 1501 Capitol Avenue, MS 2702 Sacramento, CA, 95814 Telephone: 916-842-8598 Email: ivan.bhardwaj@dhsc.ca.gov	Attention: Anna Scott, Director 1360 N. Main Street, Suite 124, Bishop CA, 93514 Telephone: (760) 873-3305 Fax: (760) 873-6505 Email: ascott@inyocounty.us

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

5. General Authority

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

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

C. {DMC} This Contract is entered into pursuant to W&I Code section 14124.20, and Health and Safety Code section 11772, for the purpose of providing DMC services in the Contractor's service area pursuant to W&I

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Code sections §14021.51 – 14021.53, 14124.20 – 14124.25, 14184.100 et seq, Health and Safety Code section 11848.5, and Title 22 of the California Code of Regulations sections 51341.1, 51490.1, and 51516.1.

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

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

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

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

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

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

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

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

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

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

7. Services to be Performed; Contract Performance

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

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

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

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

3) [Reserved]

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

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

8. Loss of Federal Authority

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

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

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

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

10. Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement must comply with the accessibility requirements of Sections 7405 and 11135 of the California Government Code, Section 508 of the

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Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), regulations implementing the Rehabilitation Act of 1973 as set forth in Part 1194 of Title 36 of the Code of Federal Regulations, and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.). In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code Sections 7405 and 11135 codifies Section 508 of the Rehabilitation Act of 1973 requiring accessibility of EIT.

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[RESERVED]

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Exhibit A – Attachment 2A
[RESERVED]

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In Process

Exhibit A – Attachment 2B
[RESERVED]

Docusign Envelope ID: B2AA21F4-4AB0-445D-95DA-C4FE62BE003E

In Process

Exhibit A – Attachment 2C
[RESERVED]

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Exhibit A – Attachment 2D
[RESERVED]

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1. Standard Requirements

A. Initial Assessment and Services Provided During the Assessment Process

1) The Contractor shall arrange for an LPHA, registered or certified counselor, clinical trainee, medical assistant, or other qualified provider to conduct DMC initial assessments via face-to-face, by telehealth or by telephone (synchronous audio-only) and may be done in the community or the home. If the initial assessment of the members is completed by a registered or certified counselor, clinical trainee, medical assistant, or other qualified provider, then the LPHA shall evaluate that initial assessment with the individual who completed the assessment and the LPHA shall make and document the initial diagnosis. The consultation between the LPHA and the individual qualified to conduct the assessment can be conducted in person, by video conference or by telephone.

i. Covered and clinically appropriate DMC services are reimbursable for up to 30 days following the first visit with an LPHA, registered/certified counselor, or Peer Support Specialist, whether or not a Diagnostic and Statistical Manual (DSM) diagnosis for Substance-Related and Addictive Disorders is established, or up to 60 days for members under age 21, or if a provider documents that the member is experiencing homelessness and therefore requires additional time to complete the assessment.

ii. All SUD treatment services provided to a DMC member during the initial assessment process must be clinically appropriate to address that member's presenting condition.

2) Consistent with W&I Code § 14184.402(f), clinically appropriate and covered SUD prevention, screening, assessment, and treatment services are covered and reimbursable Medi-Cal services even when: 1) services are provided prior to determination of a diagnosis or prior to determination of whether DMC criteria are met, as described above; 2) the prevention, screening, assessment, treatment, or recovery services were not included in an individual treatment plan; or 3) the member has a co-occurring mental health condition.

i. The Contractor shall not disallow reimbursement for DMC services provided during the assessment process if the

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assessment later determines that the member does not meet criteria for DMC.

ii. The Contractor shall not disallow reimbursement for DMC provided to a member who meets DMC criteria and has a co-occurring mental health condition.

B. Services Provided After the Assessment Process

1) To qualify for DMC services after the initial assessment process, members 21 years of age and older must meet one of the following criteria:

i. Have at least one diagnosis from the Diagnostic and Statistical Manual of Mental Disorders (DSM) for Substance-Related and Addictive Disorders, with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders (the diagnosis shall be made and documented by an LPHA), or

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

2) For members under the age of 21, covered services provided under DMC shall include all medically necessary SUD services as required pursuant to 42 U.S.C. § 1396d(r). Federal EPSDT statutes and regulations require States to furnish all Medicaid-coverable, appropriate, and medically necessary services needed to correct or ameliorate health conditions.

C. Placement into the Appropriate Level of Care

1) In accordance with W&I Code § 14184.402(e), BHIN 23-068, and BHIN 24-045, the Contractor and DMC providers shall utilize the criteria adopted by the American Society of Addiction Medicine (ASAM) to determine the appropriate level of SUD treatment service for DMC members.

i. A full assessment utilizing the ASAM criteria is not required for a DMC member to begin receiving covered and reimbursable SUD treatment services; an abbreviated ASAM screening tool may be used for initial screening, referral, and access to clinically appropriate services.

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2) The Contractor shall ensure that DMC providers are utilizing the ASAM criteria to determine the appropriate level of care.

D. Services Provided via Telehealth or Telephone

1) All DMC services, including initial assessments and medical necessity determinations, delivered via telehealth or telephone shall be provided in accordance with the telehealth requirements set forth in BHIN 23-018, and any subsequently issued BHINs that supersede BHIN 23-018.

E. Documentation Standards

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

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

2. Covered Services

A. The Contractor shall establish assessment, placement determination and referral procedures for, and shall provide or arrange for the provision of, covered services in the Contractor's service area that are medically necessary (as defined in Exhibit E, Attachment 1) and clinically appropriate to address the member's presenting condition, including services for members under the age of 21 consistent with EPSDT requirements. Covered services shall be provided in accordance with this Contract, the applicable statutes and regulations, BHIN 21-071, and any other relevant information notices issued by the Department.

B. Covered services include:

1) Outpatient Treatment Services

Outpatient Treatment Services (also known as Outpatient Drug Free or ODF) are provided to members as medically necessary. Outpatient Treatment Services include the following components:

i. Assessment

ii. Individual Counseling

iii. Group Counseling

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iv. Patient Education

v. Medication Services

vi. Medication Assisted Treatment (MAT) for Opioid Use Disorders (OUD)

vii. SUD Crisis Intervention Services

2) Narcotic Treatment Program Services

Narcotic Treatment Program (NTP) Services is an outpatient program that provides FDA-approved drugs to treat SUDs when ordered by a physician as medically necessary. NTPs are required to offer and prescribe medications including methadone, buprenorphine, naloxone and disulfiram. NTPs shall offer adequate counseling services to each member as clinically necessary. Narcotic Treatment Program include the following components:

i. Assessment

ii. Individual Counseling

iii. Group Counseling

iv. Patient Education

v. Medical Psychotherapy

vi. Medication Services

vii. MAT for OUD

viii. SUD Crisis Intervention Services

3) Intensive Outpatient Treatment Services

Intensive Outpatient Treatment services are provided to members when medically necessary in a structured programming environment. Intensive Outpatient Treatment includes the following components:

i. Assessment

ii. Individual Counseling

iii. Group Counseling

iv. Patient Education

v. Medication Services

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vi. MAT for OUD

vii. SUD Crisis Intervention Services

4) Perinatal Residential Substance Use Disorder Treatment

Perinatal Residential Substance Use Disorder Treatment is a non-institutional, non-medical, residential program which provides rehabilitation services to pregnant and postpartum women with a substance use disorder diagnosis. Each member shall live on the premises and shall be supported in their efforts to restore and apply interpersonal and independent living skills and access community support systems. Perinatal Residential Substance Use Disorder Treatment programs shall provide a range of activities and services for pregnant and postpartum members. Supervision shall be available day and night, seven days a week. Medically necessary rehabilitative services are provided in accordance with individualized member needs. The cost of room and board is not reimbursable under the Medi-Cal program. Facilities shall store and safeguard all residents' medications, and facility staff members may assist with resident's self-administration of medication. Perinatal Residential Substance Use Disorder Treatment include the following components:

i. Assessment

ii. Individual Counseling

iii. Group Counseling

iv. MAT for OUD

v. Patient Education

vi. SUD Crisis Intervention Services

5) Medication Assisted Treatment

Medication Assisted Treatment (also known as medication assisted treatment (MAT)) for Opioid Use Disorders (OUD) includes all medications approved under section 505 of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. § 355) and all biological products licensed under section 351 of the Public Health Service Act (42 U.S.C. § 262) to treat opioid use disorders as authorized by the Social Security Act Section 1905(a)(29). MAT providers shall offer MAT directly or have effective referral mechanisms in place to the most clinically appropriate MAT services and maintain a DHCS

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approved MAT policy pursuant to BHIN 23-054, and any subsequent guidance issued by the Department. The provider shall also comply with all other requirements in BHIN 23-054.

MAT for OUD include the following components:

i. Assessment for MAT for OUD.

ii. Individual Counseling for MAT for OUD.

iii. Group Counseling for MAT for OUD.

iv. Patient Education for MAT for OUD.

v. Medical Psychotherapy for MAT for OUD.

vi. Medication Services for MAT for OUD.

vii. SUD Crisis Intervention Services for MAT for OUD.

viii. Prescribing and monitoring of MAT for OUD.

6) 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 Exhibit A, Attachment 2F.

7) Other services approved by a State Plan amendment or waiver authorizing federal financial participation.

C. Medi-Cal SUD treatment services for Members under age 21.

1) Under the EPSDT mandate and in accordance with BHIN 22-003, the Contractor shall provide all SUD treatment services that are coverable under 42 U.S.C. § 1396d(a)) whether or not it is covered under the Medicaid State Plan, including but not limited to covered DMC and Drug Medi-Cal – Organized Delivery Services (DMC-ODS) (referred to as Expanded SUD Treatment Services in the State Plan). The array of SUD treatment services covered in the State Plan are described in the "Substance Use Disorder Treatment Services" and the "Expanded Substance Use Disorder Treatment Services" sections of Supplement 3 to Attachment 3.1-A in the California State Plan.

2) The Contractor shall provide screening and early intervention services to members under the age of 21 at risk of developing an SUD regardless of whether they meet diagnosis criteria for a behavioral health disorder. Any member under the age of 21 who is

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screened and determined to be at risk of developing an SUD may receive any service component covered under the outpatient level of care as early intervention services. A diagnosis from the Diagnostic and Statistical Manual or International Classification of Diseases, Tenth Edition (ICD-10) for Substance-Related and Addictive Disorders is not required for early intervention services. Early intervention services are provided under the outpatient treatment modality and must be made available by counties based on individual clinical need, even if the member under age 21 is not participating in the full array of outpatient treatment services.

D. Community-Based Mobile Crisis Intervention Services (also referred to as "Mobile Crisis Services")

1) Upon receiving approval from DHCS, the Contractor shall provide or arrange for the provision of, qualifying mobile crisis services in accordance with the following: BHIN 23-025, and any subsequently issued BHINs that supersede BHIN 23-025, and Contractor's DHCS-approved implementation plan.

2) Mobile Crisis Services are designed to provide relief to members experiencing a behavioral health crisis:

i. Through de-escalation and stabilization techniques.

ii. By reducing the immediate risk of danger and subsequent harm to the member.

iii. By preventing unnecessary emergency department care, psychiatric inpatient hospitalizations, and law enforcement involvement.

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

3. Availability of Services

In addition to the access standards discussed in Exhibit A, Attachment 8 (as applicable to DMC), Contractor shall comply with the following:

A. Tribal Communities and Organizations. The Contractor shall regularly assess (e.g. review population information available through the Census Bureau, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight into potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population

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within the Contractor's geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

B. County of Responsibility

1) Covered services, whether provided directly by the Contractor or through contracted providers with DMC-certified and enrolled programs, shall be provided to members without regard to the members' county of residence.

2) The Contractor is financially responsible for all covered services provided to members that reside in the Contractor's county.

3) The Contractor shall accept claims from any DMC enrolled provider, regardless of the location of the provider, for any covered services provided to members residing in the Contractor's county. The Contractor shall reimburse the provider through a contract or other agreement with that provider.

4) The Contractor shall require all contracted providers to inform the Contractor when a member that resides in the Contractor's county is referred to, and served by, an out-of-county provider.

4. Federal NPI Requirements

The Contractor shall require all contracted providers, and any subpart of a contracted provider that would be a covered health care provider if it were a separate legal entity, to comply with 45 C.F.R. § 162.410(a)(1). For purposes of this paragraph, a covered health care provider shall have the same definition as a covered entity set forth in 45 C.F.R. § 160.103. DHCS shall make payments for covered services only if the Contractor is in compliance with federal regulations.

5. No Unlawful Use or Unlawful Use Messages Regarding Drugs

The Contractor agrees that information produced through these funds, and which pertains to drug- and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug- and alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (Health & Safety Code §§ 11999-11999.3). By signing this Contract, the Contractor agrees that it will enforce, and will require its subcontractors and contract providers to enforce, these requirements.

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6. Counselor Certification

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

7. Practice Guidelines

A. The Contractor will follow the guidelines in Document 1G, "Perinatal Practice Guidelines," in developing and implementing perinatal treatment and recovery programs funded under this Exhibit, until new Perinatal Practice Guidelines are established and adopted. No formal amendment of this Contract is required for new guidelines to be incorporated into this Contract.

B. The Contractor will follow the guidelines in Document 1V, "Adolescent Substance Use Disorder Best Practice Guidelines," in developing and implementing youth treatment programs funded under this Exhibit. No formal amendment of this Contract is required for new guidelines to be incorporated into this Contract.

8. Requirements for Provider Contracts and Subcontracts

The Contractor shall include the following provisions in all of its contracts with contracted providers and/or subcontractors, as applicable, in addition to any other requirements specified under this Contract or applicable law:

A. The following provisions in Exhibit A, Attachment 2E:

1) Section 5 (No Unlawful Use or Unlawful Use Messages Regarding Drugs)

2) Section 6 (Counselor Certification)

3) Section 7 (Practice Guidelines)

B. Exhibit A, Attachment 4, Section 6 (HIPAA and Additional Data Standards)

C. The following provisions in Exhibit E:

1) Section 5.C (Nondiscrimination)

2) Sections 7.B and 7.C (under State and Federal Law Governing this Contract)

3) The federal and state laws enumerated in Sections 7.D and 7.E, to the extent they are applicable.

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D. Provider contracts shall, in addition, require that contracted providers comply with the applicable regulations and guidelines, including:

1) To ensure equal access to quality care by diverse populations, adopting the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

2) 21 C.F.R., Part 1300, et seq

3) 42 C.F.R, .Part 8 (Medications for the Treatment of Opioid Use Disorder)

4) 22 C.C.R. §§ 51341.1, 51490.1, and 51516.1 (Document 2C)

5) Minimum Quality Treatment Standards (Document 2F(a))

6) 9, C.C.R., §§ 10000, et seq.

7) 22, C.C.R. §§ 51000, et seq.

8) Instructions on record retention, including maintaining records for each service rendered, to whom it was rendered, and the date of service, pursuant to W&I Code § 14124.1.

In the event of conflicts, the provisions of Title 22 shall control if they are more stringent.

9. Additional DMC Requirements Defined Elsewhere in Exhibit A

In addition to the requirements set forth in this Attachment 2E, the Contractor shall comply with the following requirements set forth elsewhere in Exhibit A with respect to its DMC activities:

A. Avoidance of Conflicts of Interest by Contractor

1) {Integrated Contracts Only} In Exhibit A, Attachment 1 (Organization and Administration): Section 6.E (Avoidance of Conflicts of Interest by Contractor), as well as the California Political Reform Act, Public Contract Code § 10365.5, and Government Code § 1090.

2) {Standalone DMC Contracts Only}

i. DHCS intends to avoid any real or apparent conflict of interest on the part of the Contractor, the subcontractor, or employees, officers and directors of the Contractor or subcontractor. Thus, DHCS reserves the right to determine, at its sole discretion, whether any information, assertion or

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claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to DHCS review and prior approval.

ii. Conflicts of interest include, but are not limited to:

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

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

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

B. In Exhibit A, Attachment 3 (Financial Requirements):

1) Section 2 (Payments for American Indian and Alaska Native Health Care Providers (IHCPs))

C. In Exhibit A, Attachment 4 (Management Information Systems):

1) Section 4 (MEDSLITE Access);

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2) Section 5 (ICD-10); and

3) Section 6 (HIPAA and Additional Data Standards).

D. Parity in Mental Health and SUD Benefits

1) {Integrated Contracts Only}: In Exhibit A, Attachment 6 (Utilization Management Program): Section 3 (Parity in Mental Health and SUD Benefits)

2) {Standalone DMC Contracts Only}

i. The Contractor shall not impose financial requirements or quantitative treatment limitations, as defined in 42 C.F.R. § 438.900, for any member receiving covered services. (42 C.F.R. § 438.910(b), 438.920(a); BHIN 22-070.)

ii. The Contractor shall not impose aggregate lifetime or annual dollar limits, as defined in 42 C.F.R. § 438.900, for any member receiving covered services. (42 C.F.R. § 438.905(a), (b).)

iii. The Contractor shall not impose non-quantitative treatment limitations for covered services, as defined in 42 C.F.R. Part 438, Subpart K, in any benefit classification (i.e., inpatient and outpatient) unless the Contractor's policies and procedures have been determined by the Department to comply with Title 42 of the Code of Federal Regulations, part 438, subpart K. (42 C.F.R. § 438.910(d).)

iv. The Contractor shall submit to the Department, upon request, any policies and procedures or other documentation necessary for the State to establish and demonstrate compliance with Title 42 of the Code of Federal Regulations, part 438, subpart K, regarding parity in mental health and SUD benefits. Contractor shall, at a minimum, submit such documentation at the time it enters into this Contract with DHCS and any time there has been a significant change in the Contractor's operations that would affect parity, including changes in a quantitative treatment limitation or non-quantitative treatment limitation on a covered SMHS or SUD benefit. Such documentation shall be subject to DHCS approval pursuant to subparagraph iii of this section.

E. Minor Consent

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Exhibit A – Attachment 2E
{DMC only}: SCOPE OF SERVICES

1) {Integrated Contracts Only} In Exhibit A, Attachment 7 (Access and Availability of Services): Section 9 (Minor Consent)

2) {Standalone DMC Contracts Only} Minor Consent

   i. Minors who are 12 years of age or older do not need parent, legal guardian, or Authorized Representative consent to access medical care and counseling relating to the diagnosis and treatment of a drug- or alcohol-related problem, with the exception of replacement narcotic therapy, pursuant to Family Code section 6929.

   ii. A minor who is 16 years of age or older does not need parent, legal guardian, or Authorized Representative consent to receive medications for opioid use disorder from a licensed narcotic treatment program as replacement narcotic therapy pursuant to Family Code section 6929, only if, and to the extent that, it is permitted by federal law.

   iii. Contractor must ensure access to the minor consent services described above from any contracted provider if the member is otherwise eligible to receive such services and the provider is otherwise eligible and certified to provide them.

   iv. Contractor must ensure members are informed of the availability of these services, including informing the minor whether or not they may consent on their own behalf.

F. In Exhibit A, Attachment 8 (Provider Network, Contracted Providers, and Timely Access):

   1) Section 2.A & B (under Assessment of Capacity);

   2) Section 4.B (Timely Access);

   3) Section 9 (DMC Provider Certification, Credentialing, and DATAR Enrollment); and

   4) Section 11 (Termination of a Provider Contract).

G. In Exhibit A, Attachment 10 (Coordination and Continuity of Care):

   1) Section 2 (Screening and Assessment Period)

   2) Section 3 (Coordination with Managed Care Programs)

H. In Exhibit A, Attachment 11 (Information Requirements):

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Exhibit A – Attachment 2E
{DMC only}: SCOPE OF SERVICES

1) Section 3 (Language and Format);

2) Section 4 (Handbook); and

3) Section 5 (Provider Directory).

I. The entirety of Exhibit A, Attachment 12 (Member Problem Resolution).

J. In Exhibit A, Attachment 13 (Program Integrity):

1) Section 1.C (under General Requirements);

2) Section 2 (Periodic Audits);

3) Section 6 (Suspension of Provider Payments);

4) Section 9 (Contractor Monitoring of Contracted Providers);

5) Section 10 (State Monitoring - Postservice Postpayment Utilization Reviews); and

6) Section 11 (Reporting Fraud and Program Complaints)

K. In Exhibit A, Attachment 14 (Reporting Requirements):

1) Section 4 (Network Adequacy and Timely Access);

2) Section 9 (Additional Reporting Requirements Regarding DMC Services); and

3) Section 10 (Failure to Meet Reporting Requirements).

10. DMC Reference Documents

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

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

B. Document 1G: Perinatal Practice Guidelines FY 2018-19

C. Document 1K: Drug and Alcohol Treatment Access Report (DATAR) User Manual

D. Document 1P: Alcohol and/or Other Drug Program Certification Standards (February 2020)

E. Document 1V: Adolescent Substance Use Disorder Best Practices Guide

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

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Exhibit A – Attachment 2E
{DMC only}: SCOPE OF SERVICES

G. Document 2C: Title 22, California Code of Regulations

H. Document 2F(a): Minimum Quality Drug Treatment Standards for DMC

I. Document 2G: Drug Medi-Cal Billing Manual

J. Document 2K: Multiple Billing Override Certification (MC 6700)

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

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

M. Document 2P: County Certification - Cost Report Year-End Claim for Reimbursement

N. Document 2P(a): Drug Medi-Cal Provider Cost Report Excel Workbook

O. Document 3G: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 4 – Narcotic Treatment Programs

P. Document 3H: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 8 – Certification of Alcohol and Other Drug Counselors

Q. Document 3J: CalOMS Treatment Data Collection Guide

R. Document 3S: CalOMS Treatment Data Compliance Standards

S. Document 3T: Non-Drug Medi-Cal and Drug Medi-Cal DHCS Local Assistance Funding Matrix

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

U. Document 4A: Drug Medi-Cal Claim Submission Certification – County Contracted Provider – DHCS Form MC 100186 with Instructions

V. Document 4B: Drug Medi-Cal Claim Submission Certification – County Operated Provider – DHCS Form MC 100187 with Instructions

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

X. Document 4E: Treatment Standards for Substance Use Diagnosis: A Guide for Services (Spring 2010)

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

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Exhibit A – Attachment 2E
{DMC only}: SCOPE OF SERVICES

Z. Document 5A: Confidentiality Agreement

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Exhibit A - Attachment 2F
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Exhibit A – Attachment 3
FINANCIAL REQUIREMENTS

1. [Reserved]

2. Payments for American Indian and Alaska Native Health Care Providers (IHCPs)

A. Claims from IHCPs must be paid in accordance with the timeliness requirements in 42 C.F.R. sections 438.14(b)(2)(iii), 447.45, and 447.46 as applicable.

B. The Contractor shall pay IHCPs at rates consistent with the requirements of 42 C.F.R. section 438.14(b)(2) and (c) and the State Plan, and as set forth in Department guidance, including BHINs 22-020 (SMHS), 22-053 (DMC-ODS), and 23-027 (DMC), as applicable, and any subsequent information notices.

1) Department guidance specifies payment parameters for different types of IHCPs, including: Tribal 638 providers enrolled in Medi-Cal as Indian Health Services-Memorandum of Agreement (IHS/MOA) providers; Indian Health Service (IHS) facilities; Tribal federally qualified health centers (FQHCs); IHCPs that are enrolled as FQHCs, but not as Tribal FQHCs; and Urban Indian Organizations (UIOs).

2) These payment parameters apply to all covered services provided by IHCPs to the Contractor's members. The Contractor is not obligated to contract with IHCPs for services provided to non-AI/AN members, but if the Contractor chooses to contract with an IHCP for the care of non-AI/AN members, the payment provisions in this section apply to services for those non-AI/AN members.

C. [Reserved]

3. [Reserved]

4. [Reserved]

5. [Reserved]

6. [Reserved]

7. [Reserved]

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Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS

1. {SMHS and DMC-ODS only} Health Information Systems

A. The Contractor shall maintain a health information system that collects, analyzes, integrates, and reports data. (42 C.F.R. § 438.242(a); 9 C.C.R. § 1810.376). The system shall provide information on areas including, but not limited to, utilization, claims, grievances, and appeals. (42 C.F.R. § 438.242(a)). The Contractor shall comply with Section 6504(a) of the Affordable Care Act which requires that State claims processing and retrieval systems are able to collect data elements necessary to enable the mechanized claims processing and information retrieval systems in operation by the State to meet the requirements of § 1903(r)(1)(F) of the Social Security Act. (42 C.F.R. § 438.242(b)(1)).

B. The Contractor's health information system shall, at a minimum:

1) Collect data on member and provider characteristics as specified by the Department, and on services furnished to members as specified by the Department; (42 C.F.R. § 438.242(b)(2)).

2) Ensure that data received from providers is accurate and complete by:

i. Verifying the accuracy and timeliness of reported data, including data from network providers the Contractor is compensating; (42 C.F.R. § 438.242(b)(3)(i)).

ii. Screening the data for completeness, logic, and consistency; and (42 C.F.R. § 438.242(b)(3)(ii)).

iii. Collecting service information in standardized formats to the extent feasible and appropriate, including secure information exchanges and technologies utilized for quality improvement and care coordination efforts. (42 C.F.R. § 438.242(b)(3)(iii)).

3) Make all collected data available to the Department and, upon request, to CMS. (42 C.F.R. § 438.242(b)(4)).

C. The Contractor's health information system is not required to collect and analyze all elements in electronic formats. (9 C.C.R. § 1810.376(c)).

2. {SMHS and DMC-ODS only} Encounter Data

The Contractor shall submit encounter data to the Department in connection with submitting claims, or otherwise at a frequency and level specified by the Department and CMS. (42 C.F.R. § 438.242(c)(2)). The Contractor shall ensure collection and maintenance of sufficient member encounter data to identify the

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Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS

provider who delivers service(s) to the member. (42 C.F.R. § 438.242(c)(1)). The Contractor shall submit all member encounter data that the Department is required to report to CMS under 42 C.F.R. § 438.818. (42 C.F.R. § 438.242(c)(3)). The Contractor shall submit encounter data to the state in standardized Accredited Standards Committee (ASC) X12N 837 and National Council for Prescription Drug Programs (NCPDP) formats, and the ASC X12N 835 format as appropriate. (42 C.F.R. § 438.242(c)(4)).

3. {SMHS and DMC-ODS only} Interoperability Rule Patient Access Application Programming Interface

In compliance with the terms of BHIN 22-068 and any subsequently issued BHINs that supersede BHIN 22-068, Contractor shall implement and maintain a secure, standards-based Patient Access Application Programming Interface (API) and a publicly accessible, standards-based Provider Directory API, as discussed in Exhibit A, Attachment 11, Section 5, that can connect to mobile applications and be available through a public-facing digital endpoint on Contractor's website. (45 C.F.R. § 170.215; 42 C.F.R. §§ 431.60, 431.70, 438.10, and 438.242).

4. MEDSLITE Access

The Contractor shall perform the following:

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

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Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS

B. Ensure that information furnished or secured via MEDSLITE shall be used solely for the purposes described in this Contract. The information obtained from MEDSLITE shall be used exclusively to administer the Medi-Cal program. The Contractor further agrees that information obtained under this Contract will not be reproduced, published, sold, or released in original or any other form for any purpose other than identified in this Contract.

C. Ensure that any agents, including a subcontractor, (if prior approval is obtained from DHCS) to whom they provide DHCS data, agree in writing to the same requirements for privacy and security safeguards for confidential data that apply to the Contractor with respect to this Contract. The Contractor shall seek prior written approval from DHCS before providing DHCS data to a subcontractor.

D. Adhere to security and confidential provisions outlined in Exhibit F, the Privacy and Security Provisions for the protection of any information exchanged with DHCS.

E. During the term of this Contract, the Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident involving DHCS data following the process outlined within Exhibit F, Section 17.

F. In order to enforce this MEDSLITE Access provision, the Contractor agrees to assist DHCS in performing compliance assessments. These assessments may involve compliance review questionnaires, and/or review of the facilities, systems, books, and records of the Contractor, with reasonable notice from DHCS. Such reviews shall be scheduled at times that take into account operational and staffing demands. The Contractor agrees to promptly remedy all violations of any provision of this Contract and certify the same to DHCS in writing, or to enter into a written Corrective Action Plan with DHCS containing deadlines for achieving compliance with specific provisions of this Contract.

5. ICD-10

A. The Contractor shall use the criteria sets in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, Text Revision (DSM-5-TR), or current edition, as the clinical tool to make diagnostic determinations.

B. Once a DSM-5 diagnosis is determined for a mental health disorder and/or a substance-related and addictive disorder, the Contractor shall determine the corresponding diagnosis in the ICD-10-CM, or current edition.

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Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS

C. The Contractor shall use the ICD-10-CM diagnosis code(s), or current edition, to submit a claim for covered services to receive reimbursement of FFP.

6. HIPAA and Additional Data Standards

A. If any of the work performed under this Contract is subject to the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (HIPAA), Contractor shall perform the work in compliance with all applicable provisions of HIPAA.

1) Service claims shall be submitted electronically in a HIPAA-compliant format (837P or 837I). All adjudicated claim information shall be retrieved by the Contractor via an 835 HIPAA compliant format (Health Care Claim Payment/Advice).

2) As identified in Exhibit F, DHCS and the Contractor shall cooperate to ensure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit F for additional information.

B. Trading Partner Requirements

1) No Changes. Contractor hereby agrees that for the personal health information (Information), it shall not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation (45 C.F.R. § 162.915 (a)).

2) No Additions. Contractor hereby agrees that for the Information, it shall not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 C.F.R. § 162.915 (b)).

3) No Unauthorized Uses. Contractor hereby agrees that for the Information, it shall not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications (45 C.F.R. § 162.915 (c)).

4) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it shall not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification (45 C.F.R. § 162.915 (d)).

C. Concurrence for Test Modifications to HHS Transaction Standards

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Exhibit A – Attachment 4
MANAGEMENT INFORMATION SYSTEMS

1) Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it shall participate in such test modifications.

D. Adequate Testing

1) Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

E. Deficiencies

1) The Contractor agrees to cure transactions, errors, or deficiencies identified by DHCS, and transactions, errors, or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. If the Contractor is a clearinghouse, the Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

F. Code Set Retention

1) Both DHCS and the Contractor understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

G. Data Transmission Log

1) Both DHCS and the Contractor shall establish and maintain a Data Transmission Log, which shall record any and all data transmissions taking place between the Parties during the term of this Contract. Each Party shall take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than 24 months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

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Exhibit A – Attachment 5
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Exhibit A – Attachment 6
UTILIZATION MANAGEMENT AND PARITY

1. [Reserved]

2. [Reserved]

3. Parity in Mental Health and SUD Benefits

A. The Contractor shall not impose financial requirements or quantitative treatment limitations, as defined in 42 C.F.R. § 438.900, for any member receiving covered services. (42 C.F.R. § 438.910(b), 438.920(a); BHIN 22-070.)

B. The Contractor shall not impose aggregate lifetime or annual dollar limits, as defined in 42 C.F.R. § 438.900, for any member receiving covered services. (42 C.F.R. § 438.905(a), (b).)

C. The Contractor shall not impose non-quantitative treatment limitations for covered services, as defined in 42 C.F.R. Part 438, Subpart K, in any benefit classification (i.e., inpatient and outpatient) unless the Contractor's policies and procedures have been determined by the Department to comply with Title 42 of the Code of Federal Regulations, part 438, subpart K. (42 C.F.R. § 438.910(d).)

D. The Contractor shall submit to the Department, upon request, any policies and procedures or other documentation necessary for the State to establish and demonstrate compliance with Title 42 of the Code of Federal Regulations, part 438, subpart K, regarding parity in mental health and SUD benefits. Contractor shall, at a minimum, submit such documentation at the time it enters into this Contract with DHCS and any time there has been a significant change in the Contractor's operations that would affect parity, including changes in a quantitative treatment limitation or non-quantitative treatment limitation on a covered SMHS or SUD benefit. Such documentation shall be subject to DHCS approval pursuant to paragraph C of this section.

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Exhibit A – Attachment 7
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Exhibit A – Attachment 8
PROVIDER NETWORK, CONTRACTED PROVIDERS, AND TIMELY ACCESS

1. [Reserved]

2. Assessment of Capacity

A. The Contractor shall implement mechanisms to assess the capacity of service delivery for its members. This includes monitoring the number, type, and geographic distribution of mental health and SUD services within the Contractor's delivery system.

B. The Contractor shall implement mechanisms to assess the accessibility of services within its service delivery area. This shall include the assessment of responsiveness of the Contractor's 24-hour toll-free telephone number (as described in Exhibit A, Attachment 7, Section 8), timeliness of scheduling routine appointments, timeliness of services for urgent conditions, and access to after-hours care.

1) Subject to DHCS provider enrollment and certification requirements, the Contractor shall maintain continuous availability and accessibility of covered services and facilities, service sites, and personnel to provide the covered services. Such services shall not be limited due to budgetary constraints.

2) When a member makes a request for covered services, the Contractor shall require services to be initiated with reasonable promptness in accordance with the timely access standards defined below in Section 4. Contractor shall have a documented system for monitoring and evaluating the quality, appropriateness, and accessibility of care, including a system for addressing problems that develop regarding waiting times and appointments.

C. [Reserved]

3. [Reserved]

4. Timely Access

A. [Reserved]

B. {DMC only} Timely Access. The Contractor shall establish, comply with, and report on Timely Access Standards, Alternative Access Standards (AAS), and Telehealth Services in accordance with requirements set forth in BHIN 22-070, and any subsequently issued BHINs that supersede BHIN 22-070.

C. The applicable waiting time for a particular appointment may be extended at the member's request if the following conditions are met:

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Exhibit A – Attachment 8
PROVIDER NETWORK, CONTRACTED PROVIDERS, AND TIMELY ACCESS

1) The member's medical record notes that waiting will not have a detrimental impact on the member's health, as determined by the referring or treating licensed health care provider, or by the health professional providing triage or screening services, who is acting within the scope of their practice consistent with professionally recognized standards of practice;

2) The provider's decision to extend the applicable waiting time is noted in the member's medical record and made available to DHCS upon request; and

3) Contractor ensures that the member receives notice of the provider's decision to extend the applicable waiting time with an explanation of the member's right to file a grievance disputing the extension. (W&I Code § 14197, subd. (d)(1)(A); Health & Safety Code § 1367.03, subd. (a)(5)(H); 28 C.C.R. § 1300.67.2.2(c)(5)(H); BHIN 22-073.)

D. Contractor must ensure that its contracted providers and subcontractors participate in all timely access survey(s) and network adequacy activities conducted by DHCS or its contractors. Contractor must include language to this effect in any new or amended network provider or subcontractor agreements executed after the effective date of this Contract.

5. [Reserved]

6. [Reserved]

7. [Reserved]

8. [Reserved]

9. {DMC and DMC-ODS only} DMC Provider Certification and Monitoring

A. DHCS shall certify eligible providers to participate in the DMC program.

B. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this Contract at any site.

C. Perinatal Services. Contractor shall require that providers of perinatal DMC services are properly certified to provide these services and comply with the applicable requirements contained in:

1) [Reserved]

2) {DMC only} 22 C.C.R. section 51341.1 related to services for pregnant and postpartum women.

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Exhibit A – Attachment 8
PROVIDER NETWORK, CONTRACTED PROVIDERS, AND TIMELY ACCESS

D. Contracted Providers

1) [Reserved]

2) {DMC only} The Contractor shall only use licensed, certified, registered, or waived providers, in good standing and acting within their scope of practice, for services that require a license, registration, certification, or waiver. This includes

i. Clinical social worker (CSW), marriage and family therapist (MFT), and professional clinical counselor (PCC) candidates who have submitted their applications for associate registration to the California Board of Behavioral Sciences (BBS) within 90 days of their degree award date and are completing supervised experience toward licensure to provide SMHS, DMC-ODS and DMC services to Medi-Cal members, in accordance with BHIN 24-023 and any subsequent departmental guidance.

a. CSW, MFT, and PCC candidates must act within their scopes of practice under California law. Contractor must obtain and maintain documentation to verify that the candidate's BBS application has been submitted and is pending and must subsequently verify that the registration is approved.

b. Services rendered by CSW, MFT, and PCC candidates completing supervised experience can be reimbursed while their BBS application is pending. In the event the BBS application is not approved by BBS, the services provided by the candidate are not Medi-Cal reimbursable.

E. The Contractor shall notify Provider Enrollment Division (PED) of an addition or change of information in a provider's pending DMC certification application within 35 days of receiving notification from the provider. The Contractor shall ensure that a new DMC certification application is submitted to PED reflecting the change.

F. The Contractor shall be responsible for ensuring that any reduction of covered services or relocations by providers are not implemented until the approval is issued by DHCS. Within 35 days of receiving notification of a provider's intent to reduce covered services or relocate, the Contractor shall submit, or require the provider to submit, a DMC certification application to PED. The DMC certification application shall be submitted to

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Exhibit A – Attachment 8
PROVIDER NETWORK, CONTRACTED PROVIDERS, AND TIMELY ACCESS

PED 60 days prior to the desired effective date of the reduction of covered services or relocation.

G. [Reserved]

H. Continued Certification

1) All DMC-certified providers shall be subject to continuing certification requirements at least once every five years. DHCS may allow the Contractor to continue delivering covered services to members at a site subject to on-site review by DHCS as part of the recertification process prior to the date of the on-site review, provided the site is operational, the certification remains valid, and has all required fire clearances.

2) DHCS may conduct unannounced certification and recertification on-site visits at clinics pursuant to W&I Code section 14043.7.

I. {DMC only} Credentialing and Re-credentialing. The Contractor shall establish and comply with provider credentialing, re-credentialing, and attestation provisions in accordance with the requirements set forth in BHIN 22-070.

10. [Reserved]

11. Termination of a Provider Contract

A. The Contractor shall notify the Department of the termination of any contract with a contracted provider, and the basis for termination, within two business days.

B. The Contractor shall submit the notification using a Secure Managed File Transfer system specified by DHCS.

C. [Reserved]

12. [Reserved]

13. [Reserved]

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Exhibit A – Attachment 9
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Exhibit A – Attachment 10
COORDINATION AND CONTINUITY OF CARE

1. [Reserved]

2. Screening and Assessment Period

A. Consistent with the No Wrong Door policies set forth in W&I Code § 14184.402, BHIN 22-011, BHIN 22-065, and any related Department guidance, the Contractor must cover the assessment and any SMHS and/or SUD services provided during the assessment period for any member seeking care.

B. As of the effective date identified by DHCS, the Contractor must use DHCS-approved standardized mental health screening tools set forth in DHCS guidance (including standardized screening tools specific for adults and standardized screening tools specific for children and youth) to ensure members seeking mental health services who are not currently receiving covered SMHS or NSMHS are referred to the appropriate delivery system for mental health services, either in the Contractor network or the Managed Care Plan network, in accordance with the No Wrong Door policies set forth in W&I Code § 14184.402(h).

3. Coordination with Managed Care Plans

A. The Contractor shall enter into a Memorandum of Understanding (MOU) with any Medi-Cal managed care plan serving the Contractor's members. The Contractor shall ensure the components of the MOU comply with guidance issued by DHCS regarding MOU requirements. The Contractor shall monitor the effectiveness of its MOU with Medi-Cal managed care plans.

B. [Reserved]

C. [Reserved]

D. {DMC only} Additional Requirements: The MOU shall comply with BHIN 24-016 and any subsequently issued BHINs that supersede BHIN 24-016.

4. {SMHS and DMC-ODS only} Transition of Care

A. The Contractor shall implement a transition of care policy that is in accordance with applicable state and federal regulations, MHSUD IN 18-059 (for SMHS), BHIN 23-001 (for DMC-ODS), and any BHINs issued by the Department for parity in mental health and substance use disorder benefits subsequent to the effective date of this Contract (42 C.F.R. § 438.62(b)(1)-(2).) At a minimum, the Contractor shall provide the transition of care policy to members and potential members in the member

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Exhibit A – Attachment 10
COORDINATION AND CONTINUITY OF CARE

handbook and member notices. (See Exhibit A, Attachment 11 Section 1.E.)

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1. [Reserved]

2. [Reserved]

3. Language and Format

A. Nondiscrimination Requirements, Language Assistance, and Information Access for Individuals with Limited English Proficiency and/or Disabilities (42 C.F.R. § 438.10; W&I Code § 14029.91; W&I Code § 14727; Government Code § 11135; 28 C.F.R. §§ 35.160-35.164; 28 C.F.R. § 36.303; 45 C.F.R. Part 92; 42 U.S.C. § 18116; 42 U.S.C. 12101*et seq.*)).

1) The Contractor shall comply with all applicable state and federal requirements regarding nondiscrimination, language assistance, information access, including but not limited to, the Dymally-Alatorre Bilingual Services Act, § 1557 of the Patient Protection and Affordable Care Act, the Americans with Disabilities Act, and § 504 of the Rehabilitation Act.

2) The Department shall use the following methodologies to identify the prevalent non–English languages spoken by members and potential members throughout the State, and in the Contractor's service area:

i. Threshold Standard Language: A population group of mandatory eligible members residing in the Contractor's service area who indicate their primary language as a language other than English, and that meet a numeric threshold of 3,000 or 5% of the eligible member population, whichever is lower; and

ii. A population group of mandatory eligible members residing in the Contractor's service area who indicate their primary language as a language other than English and who meet the concentration standards of 1,000 in a single zip code or 1,500 in two contiguous zip codes.

3) Nondiscrimination Notice

i. The Nondiscrimination Notice must be sent in conjunction with each of the following significant notices sent to members:

a. Notices of Adverse Benefit Determination.

b. Grievance acknowledgement letter.

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c. Appeal acknowledgement letter.

d. Grievance resolution letter.

e. Notice of Appeal Resolution.

ii. The Contractor shall post a Department-approved nondiscrimination notice that informs members, potential members, and the public about nondiscrimination, protected characteristics, and accessibility requirements, and conveys the Contractor's compliance with the requirements.

iii. The nondiscrimination notice shall be posted in at least a 12-point font and be included in any documents that are vital or critical to obtaining services and/or benefits, and all other informational notices targeted to members, potential members, and the public. Informational notices include not only documents intended for the public, such as outreach, education, and marketing materials, but also written notices requiring a response from an individual and written notices to an individual such as those pertaining to rights or benefits.

iv. The nondiscrimination notice shall also be posted in at least a 12-point font in conspicuous physical locations where the Contractor interacts with the public, and on the Contractor's website in a location that allows any visitor to the website to easily locate the information.

v. The nondiscrimination notice shall include all legally required elements under the applicable subsections of Government Code § 11135.

vi. The nondiscrimination notice shall include information on how to file a discrimination grievance with:

a. The Contractor and the Department's Office of Civil Rights if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.

b. The United States Department of Health and Human Services Office of Civil Rights if there is a concern of

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discrimination based on race, color, national origin, sex, age, or disability.

vii. The Contractor is not prohibited from posting the nondiscrimination notice in additional publications and communications.

4) Language Assistance Taglines

i. The Language Assistance Taglines must be sent in conjunction with each of the following significant notices sent to members:

a. Notices of Adverse Benefit Determination.

b. Grievance acknowledgement letter.

c. Appeal acknowledgement letter.

d. Grievance resolution letter.

e. Notice of Appeal Resolution.

ii. The Contractor shall post Department-approved taglines in a conspicuously visible size (no less than 12-point font), in English and at least the top 18 non-English languages in the State (as determined by the Department), informing members, potential members, and the public of the availability of no-cost language assistance services, including assistance in non-English languages and the provision of free auxiliary aids and services for people with disabilities.

iii. Taglines shall be posted in any documents that are vital or critical to obtaining services and/or benefits, conspicuous physical locations where the Contractor interacts with the public, on the Contractor's website in a location that allows any visitor to the website to easily locate the information, and in all member information and other information notice, in accordance with federal and state requirements.

5) Language Assistance Services

i. Language assistance services shall be provided free of charge, be accurate and timely, and protect the privacy and independence of the limited English proficiency (LEP) individual. There are two primary types of language assistance services: oral and written. LEP individuals are not

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required to accept language assistance services, although a qualified interpreter may be used to assist in communicating with an LEP individual who has refused language assistance services.

ii. The Contractor shall comply with the following oral interpretation requirements:

iii. Contractors shall provide oral interpretation services from a qualified interpreter, on a 24-hour basis, at all key points of contact, at no cost to members. Key points of contact refer to common points of access to covered services, including but not limited to the Contractor's member problem resolution process, Contractor-owned or -operated or contract hospitals, and any other central access locations established by the Contractor. Key points of contact may include medical care settings and non-medical care settings.

iv. Font shall be provided in all languages and is not limited to threshold or concentration standard languages.

v. Interpretation can take place in-person, through a telephonic interpreter, or internet or video remote interpreting (VRI) services. However, the Contractor is prohibited from using remote audio or VRI services that do not comply with federal quality standards, or relying on unqualified bilingual/multilingual staff, interpreters, or translators. The Contractor should not solely rely on telephone language lines for interpreter services. Rather, telephonic interpreter services should supplement face-to-face interpreter services, which are a more effective means of communication.

vi. An interpreter is a person who renders a message spoken in one language into one or more languages. An interpreter shall be qualified and have knowledge in both languages of the relevant terms or concepts particular to the program or activity and the dialect spoken by the LEP individual. In order to be considered a qualified interpreter for an LEP individual, the interpreter must: 1) have demonstrated proficiency in speaking and understanding both English and the language spoken by the LEP individual; 2) be able to interpret effectively, accurately, and impartially, both receptively and expressly, to and from the language spoken by the LEP individual and English, using any necessary specialized vocabulary, terminology, and phraseology; and 3) adhere to

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generally accepted interpreter ethics principles, including client confidentiality.

vii. If the Contractor provides a qualified interpreter for an individual with LEP through remote audio interpreting services, the Contractor shall provide real-time audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality audio without lags or irregular pauses in communication; a clear, audible transmission of voices; and adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the remote interpreting services.

viii. The Contractor is prohibited from requiring LEP individuals to provide their own interpreters, or from relying on bilingual/multilingual staff members who do not meet the qualifications of a qualified interpreter. Some bilingual/multilingual staff may be able to communicate effectively in a non-English language when communicating information directly in that language but may not be competent to interpret in and out of English. Bilingual/multilingual staff may be used to communicate directly with LEP individuals only when they have demonstrated to the Contractor that they meet all the qualifications of a qualified interpreter listed above.

ix. The Contractor is prohibited from relying on an adult or minor child accompanying an LEP individual to interpret or facilitate communication except when: 1) there is an emergency involving an imminent threat to the safety or welfare of the individual or the public and a qualified interpreter is not immediately available; or, 2) the LEP individual specifically requests that an accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide that assistance, and reliance on that accompanying adult for that assistance is appropriate under the circumstances. Prior to using a family member, friend or, in an emergency only, a minor child as an interpreter for an LEP individual, the Contractor shall first inform the individual that they have the right to free interpreter services and second, ensure that the use of such an interpreter will not compromise the effectiveness of services or violate the LEP individual's confidentiality. The Contractor shall also ensure

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that the LEP individual's refusal of free interpreter services and their request to use family members, friends, or a minor child as an interpreter is documented.

x. The Contractor shall comply with the following written translation requirements:

xi. The Contractor shall use a qualified translator when translating written content in paper or electronic form. A qualified translator is a translator who: 1) adheres to generally accepted translator ethics principles, including client confidentiality; 2) has demonstrated proficiency in writing and understanding both written English and the written non-English language(s) in need of translation; and 3) is able to translate effectively, accurately, and impartially to and from such language(s) and English, using any necessary specialized vocabulary, terminology, and phraseology.

xii. At a minimum, the Contractor shall provide written translations of member information in the threshold and concentration languages.

6) Effective Communication with Individuals with Disabilities

i. The Contractor shall comply with all applicable requirements of federal and state disability law and take appropriate steps to ensure effective communication with individuals with disabilities, as described in BHIN 24-007.

ii. The Contractor shall make member information available in large print (no less than 20-point font) alternative format.

iii. The Contractor shall not require an individual with a disability to provide their own interpreter. The Contractor is also prohibited from relying on an adult or minor child accompanying an individual with a disability to interpret or facilitate communication except as described in BHIN 24-007. Prior to using a family member, friend, or, in an emergency only, a minor child as an interpreter for an individual with a disability, the Contractor shall first inform the individual that they have the right to free interpreter services and second, ensure that the use of such an interpreter will not compromise the effectiveness of services or violate the individual's confidentiality. The Contractor shall

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ensure that the refusal of free interpreter services and the individual's request to use a family member, friend, or a minor child as an interpreter is documented.

iv. The Contractor shall make reasonable modifications to policies, practices, or procedures when such modifications are necessary to avoid discrimination based on disability.

4. Handbook

A. The Contractor shall mail members a physical copy of the handbook and provider directory, offer members a physical copy of the handbook and provider directory when the member first accesses services, or ensure that members receive a link to the online versions of these member materials after receiving the member's consent to receive the handbook and provider directory electronically. (9 C.C.R. § 1810.360(e); BHIN 24-034.)

B. The Contractor shall ensure that the handbook includes the current toll-free telephone number for the 24/7 access line described in Exhibit A, Attachment 7, Section 8. (42 C.F.R. § 438.10(g)(2)(xiv)).

C. The member handbook shall include information that enables the member to understand how to effectively use the managed care program. This information shall include, at a minimum:

1) Benefits provided by the Contractor. (42 C.F.R. § 438.10(g)(2)(i)).

2) How and where to access any benefits provided by the Contractor, including any cost sharing, and how transportation is provided. (42 C.F.R. § 438.10(g)(2)(ii)).

i. The amount, duration, and scope of benefits available under the Contract in sufficient detail to ensure that members understand the benefits to which they are entitled. (42 C.F.R. § 438.10(g)(2)(iii)).

ii. Procedures for obtaining benefits, including any requirements for service authorizations and/or referrals for specialty care and for other benefits not furnished by the member's provider. (42 C.F.R. § 438.10(g)(2)(iv)).

iii. Any restrictions on the member's freedom of choice among network providers. (42 C.F.R. § 438.10(g)(2)(vi)).

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iv. The extent to which, and how, members may obtain benefits from out-of-network providers. (42 C.F.R. § 438.10(g)(2)(vii)).

v. Cost sharing, if any, consistent with the California State Plan § 4.18. (42 C.F.R. § 438.10(g)(2)(viii)).

vi. Member rights and responsibilities, including the elements specified in 42 C.F.R. 438.100 as specified in Section 7 of this Attachment. (42 C.F.R. § 438.10(g)(2)(ix)).

vii. The process of selecting and changing the member's provider. (42 C.F.R. § 438.10(g)(2)(x)).

viii. Grievance, appeal, and State Hearing procedures and timeframes, consistent with 42 C.F.R. sections 438.400 through 438.424, in a state-developed or state-approved description. Such information shall include:

a. The right to file grievances and appeals;

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

c. The requirements and timeframes for filing a grievance or appeal;

d. The availability of assistance in the filing process;

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

f. The fact that, when requested by the member, benefits that the Contractor seeks to reduce or terminate will continue if the member files an appeal or a request for State Hearing within the timeframes

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

ix. How to exercise an advance directive, as set forth in 42 C.F.R. section 438.3(j). (42 C.F.R. § 438.10(g)(2)(xii)).

x. How to access auxiliary aids and services, including additional information in in alternative formats or languages. (42 C.F.R. § 438.10(g)(2)(xiii)).

xi. The Contractor's toll-free telephone number for member services, medical management, and any other unit providing services directly to members. (42 C.F.R. § 438.10(g)(2)(xiv)).

xii. Information on how to report suspected fraud or abuse. (42 C.F.R. § 438.10(g)(2)(xv)).

xiii. Additional information that is available upon request, includes the following:

a. Information on the structure and operation of the Contractor.

b. Physician incentive plans as set forth in 42 C.F.R. section 438.3(i). (42 C.F.R. § 438.10(f)(3)).

D. The Contractor shall give each member notice of any significant change, as defined by the Department, to information in the handbook at least 30 days before the intended effective date of the change. (42 C.F.R. § 438.10(g)(4)).

E. Consistent with 42 C.F.R. section 438.10(g)(3) and BHIN 24-034 (and any subsequently issued BHINs that supersede BHIN 24-034), the handbook will be considered provided if the Contractor delivers the handbook as required below:

1) Direct Delivery

i. Mails a printed copy of the information to the member's mailing address;

ii. Offers a printed copy of the information to the member during in-person interactions; or

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iii. Provides the information by email after obtaining the member's agreement to receive the information by email.

AND

2) Website

i. Posts the information on the Contractor's website in a manner that is readily accessible;

ii. Advises the member in paper or electronic form that the information is available on the internet and includes the applicable internet addresses;

iii. Provides that members with disabilities who cannot access this information online are provided auxiliary aids and services upon request at no cost; and

iv. Inform members the information is available in paper form without charge upon request and provide the member handbook upon request within five (5) business days.

5. Provider Directory

A. The Contractor must follow the Department's provider directory policy, as described in MHSUDS IN 18-020 or BHIN 22-070, as applicable, and any subsequently issued BHINs that supersede these guidance documents.

1) [Reserved]

B. The Contractor shall make provider directories available in electronic and paper form upon request, and maintain a publicly accessible standards-based Provider Directory API as described in 42 C.F.R. § 431.70 and BHIN 22-068 and any subsequently issued BHINs that supersede BHIN 22-068 or BHIN 22-070, as applicable, and meet the same technical standards of the Patient Access API and ensure that the provider directories include the following information for all providers who receive Medicaid funding to order, refer, or render covered services under this Contract including all network providers, and each licensed, waivered, or registered mental health or SUD provider employed by the Contractor, each provider organization, including a hospital or pharmacy, or individual practitioner contracting with the Contractor, and each licensed, waivered, or registered mental health or SUD provider employed by a provider organization to deliver Medi-Cal services (BHINs 22-068 and 22-070; 42 C.F.R. section 438.10(h)(1)):

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1) Information on the services and benefits available, including specialty (as applicable).

2) The names, medical group/foundation, independent physician/provider associations, and any group affiliations, street addresses, telephone numbers, specialty, email address(es), as appropriate, and website URLs of current contracted providers by category.

3) The provider's cultural and linguistic capabilities, including languages (including ASL) offered by the provider or a skilled medical interpreter at the provider's office.

4) Whether providers' offices/facilities have accommodations for people with physical disabilities, including offices, exam room(s) and equipment.

5) A means to identify which providers are accepting new members.

6) Type of practitioner as appropriate.

7) National Provider Identifier number.

8) California License number and type of license.

9) Whether the provider has completed cultural competence training.

10) Hours and days when each service location is open, including the availability of evening and/or weekend hours.

C. Information included in a paper provider directory shall be updated at least monthly and electronic provider directories and Provider Directory API shall be updated no later than 30 calendar days after the Contractor receives updated provider information. The Contractor shall ensure processes are in place to allow providers to promptly verify or submit changes to the information required to be in the directory. (42 C.F.R. § 438.10(h)(3); 42 CFR § 431.70; BHIN 22-068.)

D. Provider directories shall be made available on the Contractor's website in a machine-readable file and format as specified by HHS. (42 C.F.R. § 438.10(h)(4)).

1) {DMC-ODS PHC Model only} The provider directory must also be made available on the Contractor's website in a machine-readable file and format as specified by HHS;

E. {DMC only} The provider directory shall include a statement that affirms a DMC county member's right to obtain covered services from any enrolled

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and DMC-certified provider, even if that provider is not listed in the provider directory.

6. **[Reserved]**

7. **[Reserved]**

8. **[Reserved]**

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Exhibit A – Attachment 12
MEMBER PROBLEM RESOLUTION

1. General Provisions

A. The Contractor shall have a grievance and appeal system in place for members. (42 C.F.R. §§ 438.228(a), 438.402(a); 9 C.C.R. § 1850.205; BHIN 22-070.) The grievance and appeal system shall be implemented to handle appeals of adverse benefit determinations and grievances and shall include processes to collect and track information about them. The Contractor's member problem resolution processes shall include:

1) A grievance process;

2) An appeal process; and,

3) An expedited appeal process. (42 C.F.R. § 438.228(a); 9 C.C.R. § 1850.205(b); BHIN 22-070.)

B. For the grievance, appeal, and expedited appeal processes, the Contractor shall comply with the following requirements:

1) The Contractor shall ensure that each member has adequate information about the Contractor's problem resolution processes by taking at least the following actions:

i. Including information describing the grievance, appeal, and expedited appeal processes in the Contractor's member handbook and providing the member handbook to members as described in Exhibit A, Attachment 11, Section 4 of this Contract. (9 C.C.R. § 1850.205(c)(1)(A); 42 C.F.R. § 438.10(g).)

ii. At all contracted provider sites, other than out-of-network providers:

a. Posting notices explaining grievance, appeal, and expedited appeal process procedures in locations at all Contractor provider sites. Notices shall be sufficient to ensure that the information is readily available to both members and provider staff. The posted notice shall also explain the availability of State Hearings after the exhaustion of an appeal or expedited appeal process, including information that a State Hearing may be requested whether or not the member has received a notice of adverse benefit determination. (9 C.C.R. §§ 1850.205(c)(1)(B) and 1850.210; BHIN 22-070.)

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b. Make available forms that may be used to file grievances, appeals, and expedited appeals and self-addressed envelopes that members can access, without having to make a verbal or written request to anyone. (9 C.C.R. § 1850.205(c)(1)(C); BHIN 22-070.)

iii. Give members any reasonable assistance in completing the forms and other procedural steps related to a grievance or appeal. This includes, but is not limited to, providing interpreter services, auxiliary aids and services upon request, and toll-free numbers with TTY/TDD and interpreter capability. (42 C.F.R. § 438.406(a); 42 C.F.R. § 438.228(a); BHIN 22-070.)

2) The Contractor shall allow members to file grievances and request appeals. (42 C.F.R. § 438.402(c)(1); BHIN 22-070.) The Contractor shall have only one level of appeal for members. (42 C.F.R. § 438.402(b); 42 C.F.R. § 438.228(a); BHIN 22-070.)

3) A member may request a State Hearing after receiving notice under 438.408 that the adverse benefit determination is upheld. (42 C.F.R. § 438.402(c)(1); 42 C.F.R. § 438.408(f).)

4) The Contractor shall adhere to the notice and timing requirements in §438.408. If the Contractor fails to adhere to these notice and timing requirements, the member is deemed to have exhausted the Contractor's appeals process and may initiate a State Hearing. (42 C.F.R. §§ 438.402(c)(1)(i)(A), 438.408(c)(3); BHIN 22-070.)

5) The Contractor shall acknowledge receipt of each grievance, appeal, and request for expedited appeal of adverse benefit determinations to the member, in writing, within five calendar days. (42 C.F.R. § 438.406(b)(1); 42 C.F.R. § 438.228(a); 9 C.C.R. § 1850.205(d)(4); BHIN 22-070.) Provided, however, that grievances received over the telephone or in-person by the Contractor or a contracted provider that are resolved to the member's satisfaction by the close of the next business day following receipt are exempt from the requirement to send a written acknowledgment.

6) The Contractor shall allow a provider, or authorized representative, acting on behalf of the member and with the member's written consent to request an appeal or expedited appeal, file a grievance, or request a State Hearing, with the exception that providers cannot

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request continuation of benefits. (42 C.F.R. § 438.402(c)(1)(i)-(ii); 9 C.C.R. § 1850.205(c)(2); BHIN 22-070.)

7) [Reserved]

8) At the member's request, the Contractor shall identify staff or another individual, such as a legal guardian, to be responsible for assisting a member with these processes, including providing assistance in writing the grievance, appeal, or expedited appeal. If the individual identified by the Contractor is the person providing SMHS or SUD services to the member requesting assistance, the Contractor shall identify another individual to assist that member. (9 C.C.R. § 1850.205(c)(4).) Assistance includes, but is not limited to, auxiliary aids and services upon request, such as providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability. (42 C.F.R. § 438.406(a); BHIN 22-070.)

9) The Contractor shall not subject a member to discrimination or any other penalty for filing a grievance, appeal, or expedited appeal. (9 C.C.R. § 1850.205(c)(5); 42 C.F.R. § 438.100(c); BHIN 22-070.)

10) The Contractor's procedures for the member problem resolution processes shall maintain the confidentiality of each member's information, including compliance with HIPAA and other applicable federal and state laws. (9 C.C.R. § 1850.205(c)(6).)

11) The Contractor shall include a procedure to transmit issues identified as a result of the grievance, appeal or expedited appeal processes to the Contractor's Quality Improvement Committee, the Contractor's administration or another appropriate body within the Contractor's operations. The Contractor shall consider these issues in the Contractor's Quality Improvement Program, as required by 9 C.C.R. § 1810.440(a)(5). (9 C.C.R. § 1850.205(c)(7); BHIN 22-070.)

12) The Contractor shall ensure that decision makers on grievances and appeals of adverse benefit determinations were not involved in any previous level of review or decision-making and were not subordinates of any individual who was involved in a previous level of review or decision-making. (42 C.F.R. § 438.406(b)(2)(i); 42 C.F.R. § 438.228(a); BHIN 22-070.)

13) The Contractor shall ensure that individuals making decisions on grievances and appeals have the appropriate clinical expertise, as determined by the Department, in treating the member's condition

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or disease, if the decision involves an appeal based on a denial of medical necessity, a grievance regarding denial of a request for an expedited appeal, or if the grievance or appeal involves clinical issues.(42 C.F.R. § 438.406(b)(2)(ii)(A)-(C); 42 C.F.R. § 438.228(a); BHIN 22-070.)

14) The Contractor shall provide the member a reasonable opportunity, in person and in writing, to present evidence and testimony and make legal and factual arguments. The Contractor must inform the member of the limited time available for this sufficiently in advance of the resolution timeframe for appeals specified in § 438.408(b) and (c) in the case of expedited resolution. (42 C.F.R. § 438.406(b)(4); BHIN 22-070.)

15) The Contractor shall ensure that decision makers on grievances and appeals of adverse benefit determinations take into account all comments, documents, records, and other information submitted by the member or member's representative, without regard to whether such information was submitted or considered in the initial adverse benefit determination. (42 C.F.R. § 438.406(b)(2)(iii); 42 C.F.R. § 438.228(a); BHIN 22-070.)

16) The Contractor shall provide the member and their representative the member's case file, including medical records, other documents and records, and any new or additional evidence considered, relied upon, or generated by the Contractor (or at the direction of the Contractor) in connection with the appeal of the adverse benefit determination. (42 C.F.R. § 438.406(b)(5); BHIN 22-070.)

17) The Contractor shall provide the member and their representative the member's case file free of charge and sufficiently in advance of the resolution timeframe for standard and expedited appeal resolutions. (42 C.F.R. § 438.406(b)(5); BHIN 22-070.)

18) The Contractor shall treat oral inquiries seeking to appeal an adverse benefit determination as appeals (to establish the earliest possible filing date for the appeal) and must confirm these oral inquiries in writing, unless the member or the provider requests expedited resolution. (42 C.F.R. § 438.406(b)(3); BHIN 22-070.)

19) The Contractor's member problem resolution process shall not replace or conflict with the duties of county patient's rights advocates. (W&I Code § 5520.)

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2. Handling of Grievances and Appeals

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

A. Maintain a grievance and appeal log and record grievances, appeals, and expedited appeals in the log within one working day of the date of receipt of the grievance, appeal, or expedited appeal. (42 C.F.R. § 438.416(a); 9 C.C.R. § 1850.205(d)(1); BHIN 22-070.) Each record shall include, but not be limited to: a general description of the reason for the appeal or grievance the date received, the date of each review or review meeting, resolution information for each level of the appeal or grievance, if applicable, and the date of resolution at each level, if applicable, and the name of the covered person whom the appeal or grievance was filed. (42 C.F.R. § 438.416(b)(1)-(6); BHIN 22-070.)

B. Record in the grievance and appeal log or another central location determined by the Contractor, the final dispositions of grievances, appeals, and expedited appeals, including the date the decision is sent to the member. If there has not been final disposition of the grievance, appeal, or expedited appeal, the reason(s) shall be included in the log. (9 C.C.R. § 1850.205(d)(2).)

C. Provide a staff person or other individual with responsibility to provide information requested by the member or the member's representative regarding the status of the member's grievance, appeal, or expedited appeal. (9 C.C.R. 9, § 1850.205(d)(3).)

D. Identify in its grievance, appeal, and expedited appeal documentation, the roles and responsibilities of the Contractor, the provider, and the member. (9 C.C.R. 9, § 1850.205(d)(5).)

E. Provide notice, in writing, to any provider identified by the member or involved in the grievance, appeal, or expedited appeal of the final disposition of the member's grievance, appeal, or expedited appeal. (9 C.C.R. § 1850.205(d)(6).)

F. Maintain records in the grievance and appeal log accurately and in a manner accessible to the Department and available upon request to CMS. (42 C.F.R. § 438.416(c).)

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3. Grievance Process

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

A. Allow members to file a grievance either orally, or in writing at any time with the Contractor. (42 C.F.R. § 438.402(c)(2)(i) and (c)(3)(i); BHIN 22-070.)

B. The Contractor shall provide to the member written acknowledgement of receipt of the grievance. The acknowledgment letter shall include the date of receipt, as well as the name, telephone number, and address of the Plan representative who the member may contact about the grievance. The written acknowledgement to the member must be postmarked within five calendar days of receipt of the grievance. Grievances received over the telephone or in-person by the Contractor or a contracted provider that are resolved to the member's satisfaction by the close of the next business day following receipt are exempt from the requirement to send a written notification of resolution using the Written Notification of Grievance Resolution form.

C. Resolve each grievance as expeditiously as the member's health condition requires not to exceed 30 calendar days from the day the Contractor receives the grievance. (42 C.F.R. § 438.408(a)-(b)(1).)

D. [Reserved]

E. Provide written notification to the member or the appropriate representative of the resolution of a grievance and documentation of the notification or efforts to notify the member, if they could not be contacted. (9 C.C.R. § 1850.206(c); BHIN 22-070.)

F. Notify the member of the resolution of a grievance in a format and language that meets applicable notification standards. (42 C.F.R. § 438.408(d)(1); 42 C.F.R. § 438.10; BHIN 22-070.)

4. Discrimination Grievances

A. For Discrimination Grievances:

1) The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements, and investigating Discrimination Grievances related to any action that would be prohibited by, or out of compliance with, federal or state nondiscrimination law. (W&I Code § 14727(a)(4); 45 C.F.R. § 84.7; 28 C.F.R. § 35.107; see 42 U.S.C. § 18116(a); California's Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B; BHIN

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22-070.) The Discrimination Grievance Coordinator shall be available to:

i. Answer questions and provide appropriate assistance to the Contractor staff and members regarding the Contractor's state and federal nondiscrimination legal obligations.

ii. Advise the Contractor about nondiscrimination best practices and accommodating persons with disabilities.

iii. Investigate and process any Americans with Disabilities Act, § 504 of the Rehabilitation Act, § 1557 of the Affordable Care Act, and/or California Government Code § 11135 grievances received by the Contractor.

2) The Contractor shall adopt procedures to ensure the prompt and equitable resolution of discrimination-related complaints. (W&I Code § 14727(a)(4); 45 C.F.R. § 84.7; 28 C.F.R. § 35.107; see 42 U.S.C. § 18116(a); California's Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B; BHIN 22-070.) The Contractor shall not require a member to file a Discrimination Grievance with the Contractor before filing the complaint directly with the DHCS Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights.

3) Within ten calendar days of mailing a Discrimination Grievance resolution letter to a member, the Contractor must submit, in a secure format, the following information regarding the complaint to the DHCS Office of Civil Rights' designated Discrimination Grievance email box (DHCS.DiscriminationGrievances@dhcs.ca.gov). (California Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B; BHIN 22-070):

i. The original complaint.

ii. The provider's or other accused party's response to the complaint.

iii. Contact information for the personnel primarily responsible for investigating and responding to the complaint on behalf of the Contractor.

iv. Contact information for the member filing the complaint, and for the provider or other accused party that is the subject of the complaint.

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v. All correspondence with the member regarding the complaint, including, but not limited to, the Discrimination Grievance acknowledgment letter and resolution letter(s) sent to the member.

vi. The results of the Contractor's investigation, copies of any corrective action taken, and any other information that is relevant to the allegation(s) of discrimination.

5. Appeals Process

A. The Contractor's appeal process shall, at a minimum:

1) Allow a member, or a provider or authorized representative acting on the member's behalf, to file an appeal orally or in writing. (42 C.F.R. § 438.402(c)(3)(ii); BHIN 22-070.) The member may file an appeal within 60 calendar days from the date on the adverse benefit determination notice (42 C.F.R. § 438.402(c)(2)(ii); BHIN 22-070.);

2) The Contractor shall ensure that oral inquiries seeking to appeal an adverse benefit determination are treated as appeals. The date the Contractor receives the oral appeal shall be considered the filing date for the purpose of applying the appeal timeframes (42 C.F.R. § 438.406(b)(3).);

3) Resolve each appeal and provide notice, as expeditiously as the member's health condition requires, within 30 calendar days from the day the Contractor receives the appeal. (42 C.F.R. § 438.408(a) and (b)(2); BHIN 22-070.);

4) [Reserved]

5) Allow the member, their representative, or the legal representative of a deceased member's estate, to be included as parties to the appeal. (42 C.F.R. § 438.406(b)(6); BHIN 22-070.)

B. The Contractor shall notify the member, and/or their representative, of the resolution of the appeal in writing in a format and language that, at a minimum, meets applicable notification standards. (42 C.F.R. §§ 438.408(d)(2)(i), 438.408(e), 438.10; MHSUD IN 18-010E; BHIN 22-070.) The notice shall contain the following:

1) The results of the appeal resolution process (42 C.F.R. § 438.408(e)(1).);

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2) The date that the appeal decision was made (42 C.F.R. § 438.408(e)(1).);

3) If the appeal is not resolved wholly in favor of the member, the notice shall also contain:

i. Information regarding the member's right to a State Hearing and the procedure for requesting a State Hearing, if the member has not already requested a State Hearing on the issue involved in the appeal; (42 C.F.R. § 438.408(e)(2)(i).) and

ii. Information on the member's right to continue to receive benefits while the State Hearing is pending and how to request the continuation of benefits; (42 C.F.R. § 438.408(e)(2)(ii).)

6. Expedited Appeal Process

A. "Expedited Appeal" is an appeal used when the Contractor (for a request from the member) or the provider indicates (in making the request on the member's behalf or supporting the member's request) that taking the time for a standard resolution could seriously jeopardize the member's life, physical or mental health, or ability to attain, maintain, or regain maximum function. (42 C.F.R. § 438.410; BHIN 22-070.)

B. The Contractor's expedited appeal process shall, at a minimum:

1) Be used when the Contractor determines or the member and/or the member's provider certifies that taking the time for a standard appeal resolution could seriously jeopardize the member's life, physical or mental health or ability to attain, maintain, or regain maximum function. (42 C.F.R. § 438.410(a).)

2) Allow the member to file the request for an expedited appeal orally without requiring the member to submit a subsequent written, signed appeal. (42 C.F.R. § 438.402(c)(3)(ii).)

3) Ensure that punitive action is not taken against a provider who requests an expedited resolution or supports a member's expedited appeal. (42 C.F.R. § 438.410(b).)

4) [Reserved]

5) Resolve an expedited appeal as expeditiously as the member's health condition requires and no later than 72 hours after the day

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Contractor receives the appeal. (42 C.F.R. § 438.408(b)(3); BHIN 22-070.)

6) Provide a member with a written notice of the expedited appeal disposition and make reasonable efforts to provide oral notice to the member and/or their representative. The written notice shall meet the requirements of 9 C.C.R. section 1850.207(h) and Exhibit A Attachment 12 Section 5.B. (42 C.F.R. § 438.408(d)(2); 9 C.C.R. § 1850.207(h); BHIN 22-070.)

7) If the Contractor denies a request for an expedited appeal resolution, the Contractor shall:

i. Transfer the expedited appeal request to the timeframe for standard resolution of no longer than 30 calendar days from the day the Contractor receives the appeal, as set forth above. (42 C.F.R. § 438.410(c)(1); BHIN 22-070.)

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

7. Contractor Obligations Related to State Hearing

"State Hearing" means the hearing provided by the State to members pursuant to 22 C.C.R. §§ 50951 and 50953, and9 C.C.R. § 1810.216.6:

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

1) In general, a member may request a State Hearing only after receiving notice that the Contractor is upholding the adverse benefit determination. (42 C.F.R. § 438.408(f)(1).)

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2) If the Contractor fails to adhere to notice and timing requirements under 42 C.F.R. section 438.408, the member is deemed to have exhausted the Contractor's appeals process, and the member may initiate a State Hearing. (42 C.F.R § 438.408(f)(1)(i); 42 C.F.R. § 438.402(c)(1)(i)(A); BHIN 22-070.)

3) The member, or a provider or authorized representative with the member's written consent, may request a State Hearing. (42 C.F.R. § 438.402(c)(1)(ii).)

B. The Contractor shall represent the Contractor's position in hearings, as defined in 42 C.F.R. section 438.408(f)(3) dealing with members' appeals of denials, modifications, deferrals or terminations of covered services, as applicable.

C. The Contractor shall carry out the final decisions of the hearing process with respect to issues within the scope of the Contractor's responsibilities under this Contract.

D. Nothing in this section is intended to prevent the Contractor from pursuing any options available for appealing a hearing decision.

8. Expedited Hearing

"Expedited Hearing" means a hearing provided by the State, used when the Contractor determines, or the member or the member's provider certifies that following the 90-day timeframe for a State Hearing as established in 42 C.F.R. section 431.244(f)(1) would seriously jeopardize the member's life, health, or ability to attain, maintain, or regain maximum function. (42 C.F.R. § 431.244(f)(1); 42 C.F.R. § 438.410(a); 9 C.C.R. § 1810.216.4.)

9. Continuation of Services During Appeal; Effectuation of Decision from Appeal or State Hearing

A. Notwithstanding Title 9 C.C.R. section 1850.215, Contractor must automatically continue providing the disputed services to the member while the appeal and State Hearing are pending if all of the following conditions are met:

1) The member filed their appeal within the required timeframes set forth in 42 C.F.R. section 438.420;

2) The appeal involves the termination, suspension, or reduction of previously authorized Covered Services;

3) The disputed services were ordered by the member's provider; and

4) The period covered by the original authorization has not expired.

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B. Services provided to a member while an appeal or State Hearing is pending must continue until one of the following occur: (42 C.F.R. §§ 438.420(c)(1)-(3), 438.408(d)(2)):

1) The member withdraws their request for an appeal or a State Hearing;

2) The member fails to request a State Hearing and continuation of disputed services within ten calendar days of when the NOABD was sent; or

3) The final State Hearing decision is adverse to the member.

C. Contractor must pay for disputed services if the member received the disputed services while the appeal or State Hearing was pending. (42 C.F.R. § 438.420(d)). Contractor must ensure the member is not billed for services provided while the appeal or State Hearing is pending even if the State Hearing finds the disputed services were not medically necessary.

D. The Contractor shall authorize or provide the disputed services promptly, and as expeditiously as the member's health condition requires, but no later than 72 hours from the date the Contractor receives notice reversing the determination if the services were not furnished while the appeal or State Hearing was pending and if the Contractor or State Hearing officer reverses a decision to deny, limit, or delay services. (42 C.F.R. § 438.424(a).)

10. Provision of Notice of Adverse Benefit Determination

A. The Contractor shall notify the requesting provider within 24 hours, and give the member written notice as specified below, of any decision to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. (42 C.F.R. § 438.210(c); 42 C.F.R. § 438.404; BHIN 22-070.) The Contractor shall provide a member with a Notice of Adverse Benefit Determination (NOABD) under the circumstances defined in 42 C.F.R. § 438.400 under Adverse Benefit Determination.

B. The Contractor shall give members timely and adequate notice of an adverse benefit determination in writing and shall meet the language and format requirements of 42 Code of Federal Regulations part 438.10. (42 C.F.R. § 438.404(a); 42 C.F.R. § 438.10; BHIN 22-070.) The NOABD shall contain the items specified in 42 Code of Federal Regulations part 438.404 (b) and Cal. Code Regs., tit. 9, § 1850.212, and shall comply with the parameters specified below, regardless of whether the NOABD pertains to covered services.

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1) When the denial or modification involves a request from a provider for continued Contractor payment authorization of a service or when the Contractor reduces or terminates a previously approved Contractor payment authorization, notice shall be provided in accordance with 22 C.C.R. § 51014.1. (9 C.C.R. § 1850.210(a)(1).)

2) A NOABD is not required when a denial is a non-binding verbal description to a provider of the services that may be approved by the Contractor. (9 C.C.R. § 1850.210(a)(2).)

3) Except as provided below, a NOABD is not required when the denial or modification is a denial or modification of a request for the Contractor payment authorization for a service that has already been provided to the member. (9 C.C.R. § 1850.210(a)(4).)

4) A NOABD is required when the Contractor denies or modifies a payment authorization request from a provider for a service that has already been provided to the member when the denial or modification is a result of post-service, prepayment determination by the Contractor that the service was not medically necessary or otherwise was not a service covered by the Contractor. (9 C.C.R. § 1850.210(b).)

5) The Contractor shall deny the Contractor payment authorization request and provide the member with a NOABD when the Contractor does not have sufficient information to approve or modify, or deny on the merits, a Contractor payment authorization request from a provider within the timeframes required by 9 C.C.R. Sections 1820.220 or 1830.215. (9 C.C.R. § 1850.210(c).)

6) [Reserved]

7) The Contractor shall provide a member with a NOABD when the Contractor or its providers determine that the criteria for access to services have not been met and that the member is not entitled to any SMHS or SUD services from the Contractor. The NOABD shall, at the election of the Contractor, be hand-delivered to the member on the date of the Adverse Benefit Determination or mailed to the member in accordance with 9 C.C.R. section 1850.210(f)(1), and shall specify the information contained in 9 C.C.R. section 1850.212(b). (9 C.C.R. § 1850.210(g).)

8) For the purpose of this Attachment, each reference to a Medi-Cal managed care plan in 22 C.C.R. section 51014.1, shall mean the Contractor. (9 C.C.R. § 1850.210(h).)

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9) For the purposes of this Attachment, "medical service", as used in 22 C.C.R. section 51014.1, shall mean covered services that are subject to prior authorization by a Contractor pursuant to 9 C.C.R. sections 1820.100 and 1830.100. (9 C.C.R. § 1850.210(i).)

C. The Contractor shall retain copies of all Notices of Adverse Benefit Determination issued to members under this Section in a centralized file accessible to the Department. The Department shall engage in random reviews of the Contractor and its contracted providers and subcontractors to ensure that they are notifying members in a timely manner (9 C.C.R. § 1850.210(j).)

D. The Contractor shall allow the State to engage in reviews of the Contractor's records pertaining to Notices of Adverse Benefit Determination so the Department may ensure that the Contractor is notifying members in a timely manner.

11. Contents and Timing of NOABD

A. The Contractor shall include the following information in the NOABD, regardless of whether the NOABD pertains to SMHS or SUD services:

1) The adverse benefit determination the Contractor has made or intends to make; (42 C.F.R. § 438.404(b)(1).)

2) The reason for the adverse benefit determination, including the right of the member to be provided upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the member's adverse benefit determination. Such information includes criteria to access SMHS and/or SUD services, and any processes, strategies, or evidentiary standards used in setting coverage limits; (42 C.F.R. § 438.404(b)(2).)

3) Citations to the regulations or Contractor payment authorization procedures supporting the adverse benefit determination; (9 C.C.R. § 1850.212(a)(3).)

4) The member's right to file, and procedures for exercising, an appeal or expedited appeal with the Contractor, including information about exhausting the Contractor's one level of appeal and the right to request a State Hearing after receiving notice that the adverse benefit determination is upheld; (42 C.F.R. § 438.404(b)(3)-(b)(4).)

5) The circumstances under which an appeal process can be expedited and how to request it; (42 C.F.R. § 438.404(b)(5).)

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6) The member's right to have benefits continue pending resolution of the appeal, how to request that benefits be continued, and that the member shall not be held liable for the cost of the benefits if the hearing decision upholds the Contractor's adverse benefit determination.

7) Information about the member's right to request a State Hearing or an expedited State Hearing, including:

   i. The method by which a hearing may be obtained; (9 C.C.R. § 1850.212(a)(5)(A).)

   ii. A statement that the member may be either self-represented, or represented by an authorized third party such as legal counsel, a relative, friend, or any other person; (9 C.C.R. § 1850.212(a)(5)(B).)

   iii. An explanation of the circumstances under which a covered service will be continued if a State Hearing is requested; (9 C.C.R. § 1850.212(a)(5)(C).) and

   iv. The time limits for requesting a State Hearing or an expedited State Hearing. (9 C.C.R. § 1850.212(a)(5)(D).)

B. The Contractor shall mail the NOABD within the following timeframes, regardless of whether the NOABD pertains to SMHS or SUD services:

1) For termination, suspension, or reduction of previously authorized Medi-Cal covered services, at least 10 days before the date of action. (42 C.F.R. § 438.404(c)(1); 42 C.F.R. § 431.211.) The Contractor shall mail the NOABD in as few as 5 days prior to the date of action if the Contractor has facts indicating that action should be taken because of probable fraud by the member, and the facts have been verified, if possible, through secondary sources. (42 C.F.R. § 438.404(c)(1); 42 C.F.R. §.431.214.)

2) For denial of payment, at the time of any action affecting the claim. (42 C.F.R. § 438.404(c)(2).)

3) For standard service authorizations that deny or limit services, as expeditiously as the member's condition requires not to exceed the time limits below. (42 C.F.R. § 438.404(c)(3); 42 C.F.R. § 438.210(d)(1)(i).)

   i. Until December 31, 2025, the decision shall be made within 14 calendar days following Contractor's receipt of the request for service. (42 C.F.R § 438.210(d)(1)(i)(A).)

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ii. Effective January 1, 2026, the decision shall be made within 7 calendar days following the Contractor's receipt of the request for service. (42 C.F.R § 438.210(d)(1)(i)(B).)

4) [Reserved]

5) [Reserved]

6) [Reserved]

7) The Contractor shall give notice on the date that the timeframes expire, when service authorization decisions are not reached within the applicable timeframes for either standard or expedited service authorizations. (42 C.F.R. § 438.404(c)(5).)

8) If a provider indicates, or the Contractor determines, that following the standard service authorization timeframe could seriously jeopardize the member's life or health or their ability to attain, maintain, or regain maximum function, the Contractor must make an expedited service authorization decision and provide notice as expeditiously as the member's health condition requires and no later than 72 hours after receipt of the request for service. (42 C.F.R. § 438.404(c)(6); 42 C.F.R. 438.210(d)(2)(i).)

9) [Reserved]

10) The Contractor shall deposit the NOABD with the United States Postal Service in time for pick-up on the date that the applicable timeframe expires. (9 C.C.R. § 1850.210(f).)

C. The Adverse Benefit Determination shall be effective on the date of the NOABD and the Contractor shall mail the NOABD by the date of adverse benefit determination when any of the following occur:

1) The death of a member; (42 C.F.R. § 431.213(a).)

2) Receipt of a signed written member statement requesting service termination or giving information requiring termination or reduction of services, provided the member understands that this will be the result of supplying that information; (42 C.F.R. § 431.213(b)(1)-(b)(2).)

3) The member's admission to an institution where they are ineligible for further services; (42 C.F.R. § 431.213(c).)

4) The member's whereabouts are unknown, and mail directed to them has no forwarding address; (42 C.F.R. § 431.213(d).)

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5) Notice that the member has been accepted for Medicaid services by another local jurisdiction; (42 C.F.R. § 431.213(e).)

6) A change in the member's physician's prescription for the level of medical care; (42 C.F.R. § 431.213(f).) or

7) The notice involves an adverse determination with regard to preadmission screening requirements of § 1919(e)(7) of the Act. (42 C.F.R. § 431.213(g).)

8) The transfer or discharge from a facility will occur in an expedited fashion. (42 C.F.R. § 431.213(h).)

12. {SMHS, DMC-ODS, and Integrated DMC/SMHS Contracts} Annual Grievance and Appeal Report

The Contractor is required to submit to the Department a report that summarizes member grievances, appeals and expedited appeals, for members receiving either SMHS or SUD services, in accordance with BHIN 22-036, filed from July 1 of the previous year through June 30 of that year by September 1 of each year. The report shall include the total number of grievances, appeals and expedited appeals by type, by subject areas established by the Department, and by disposition. (42 C.F.R. § 438.66(e).)

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In Process

Exhibit A – Attachment 13
PROGRAM INTEGRITY

1. General Requirements

A. [Reserved]

B. [Reserved]

C. {DMC only} The Contractor is responsible for ensuring program integrity of its DMC services and its contracted providers through a system of oversight.

1) Contractor shall comply with the monitoring and reporting obligations under this Contract, as well as state and federal law and regulations, including, but not limited to:

i. 42 CFR §§ 431.800 et seq., 433.51, 438.10, 438.320, 438.416, 438.206, 440.230, 440.260, 455 et seq., 456 et seq., 456.23;

ii. 22 C.C.R. §§ 51490, 51490.1, 51159;

iii. W&I Code §§ 14124.1, 14124.2.

2) Contractor shall certify the DMC claims submitted to DHCS represent claims eligible for FFP and attest that the submitted claims have been subject to review and verification process for accuracy and legitimacy (42 CFR §§ 430.30, 433.32, and 433.51). The Contractor shall not knowingly submit claims for services rendered to any member after the member's date of death, or from unenrolled or disenrolled providers.

2. Periodic Audits

Contractor shall be subject to an independent audit of the accuracy, truthfulness, and completeness of the encounter and financial data submitted by, or on behalf of, the Contractor. The audit shall occur no less frequently than once every three years. Contractor shall comply with BHIN 23-044 and subsequently issued BHINs that supersede BHIN 23-044. The Department or its contractor shall conduct the audit. (42 C.F.R. § 438.602(e)).

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3. [Reserved]

4. [Reserved]

5. [Reserved]

6. Suspension of Provider Payments

A. If a provider is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the provider pursuant to W&I Code sections 14043.36(a). DHCS may also issue a payment suspension to a provider pursuant to W&I Code § 14107.11 and 42 C.F.R. section 455.23.

1) [Reserved]

B. Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved.

1) With respect to DMC providers, Contractor shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with Contractor concerning contracted DMC providers that are subject to administrative sanctions.

7. [Reserved]

8. [Reserved]

9. Contractor Monitoring of Contracted Providers

A. Contractor shall conduct ongoing monitoring of contracted providers (except out-of-network providers, if applicable) for compliance with the terms of this contract.

1) {Standalone DMC and DMC-ODS Contracts only}

i. The Contractor shall conduct, at least annually (i.e., every 12-months), a programmatic and utilization review of DMC providers to assure covered services are being appropriately rendered. The annual review shall include an on-site visit of the DMC provider. Reports of the annual review shall be provided to DHCS' County/Provider Operations and Monitoring Branch at:

DHCS
Medi-Cal Behavioral Health Division

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1501 Capitol Avenue, MS# 2621
Sacramento, CA 95814
Or by using a Secure Managed File Transfer system specified by DHCS.

ii. The review reports shall be provided to DHCS within 14 calendar days of completion by the Contractor.

2) [Reserved]

B. [Reserved]

C. {DMC only} The Contractor shall, on a monthly basis, monitor the status of all contracted providers to ensure they maintain active enrollment in the DMC program and to check for triggering recertification events. The Contractor shall notify DHCS PED by e-mail at DHCSDMCRecert@dhcs.ca.gov within five business days of learning any of the following, whether during the monthly monitoring or following notice from the contracted provider:

1) A contracted provider's license, registration, certification, or approval to operate an SUD program or provide a covered service is revoked, suspended, modified, or not renewed by entities other than DHCS;

2) A contracted provider surrenders its certification or closes its facility; or

3) A contracted provider has a triggering recertification event, including but not limited to change in ownership, change in scope of services, remodeling of facility, or change in location.

10. {DMC and DMC-ODS only} State Monitoring - Postservice Postpayment and Postservice Prepayment Utilization Reviews

A. DHCS shall conduct Postservice Postpayment and Postservice Prepayment Utilization Reviews of the contracted DMC-Certified Providers to determine whether the services were provided in accordance with. as applicable, Exhibit A, Attachment 2C, Section 22 (DMC-ODS: "Requirements for Services"), or Attachment 2E, Section 8 (DMC: "Requirements for Provider Contracts and Subcontracts"). DHCS shall issue the PSPP report to the Contractor with a copy to the provider. The Contractor shall be responsible for their contracted providers and Contractor-operated programs to ensure any deficiencies are remediated pursuant to subsection B, below.

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B. The Department shall recover payments made if Postservice Postpayment Utilization Review uncovers evidence that the claim(s) should not have been paid, services have been improperly utilized, or requirements cited above in subsection A were not met.

1) All deficiencies identified by PSPP reports, whether or not a recovery of funds results, shall be corrected and the Contractor shall submit a Contractor-approved CAP. The CAP shall be submitted using a Secure Managed File Transfer system specified by DHCS within 60 days of the date of the PSPP report.

2) [Reserved]

3) {Standalone DMC and DMC-ODS Contracts only}

i. The CAP shall:

a. Be documented on the DHCS CAP template

b. Provide a specific description of how the deficiency shall be corrected

c. Identify the title of the individual(s) responsible for:

d. Correcting the deficiency

e. Ensuring on-going compliance

f. Provide a specific description of how the provider will ensure on-going compliance.

g. Specify the target date of implementation of the corrective action.

ii. DHCS shall provide written approval of the CAP to the Contractor with a copy to the subcontractor. If DHCS does not approve the CAP, DHCS will provide guidance on the deficient areas and request an updated CAP. The subcontractor shall revise the CAP and submit it to the Contractor for review and approval. The Contractor shall submit a revised Contractor-approved CAP to DHCS within 30 days of the DHCS notification.

iii. If the subcontractor does not submit an initial or revised CAP to the Contractor, or does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds from the Contractor until the subcontractor is

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in compliance. DHCS shall inform the Contractor when funds will be withheld.

iv. The Contractor shall monitor and attest compliance and/or completion by subcontractors with CAP requirements as required by any PSPP review. The Contractor shall attest to DHCS, using the form developed by DHCS, that the requirements in the CAP have been completed by subcontractor. Submission of DHCS Form 8049, as identified in this section, by the Contractor shall be accomplished within the timeline specified in the approved CAP, as noted by DHCS.

C. The Contractor may appeal demands for recovery of payment and/or programmatic deficiencies of specific claims. Such appeals shall be handled as follows:

1) Requests for first-level appeals:

i. The Contractor shall initiate action by submitting a letter to DHCS:

a. Behavioral Health Compliance Section Chief Medical Review Branch, Audits and Investigations Division DHCS PO Box 997413, MS 2621 Sacramento, CA 95899-7413

ii. The Contractor shall submit the letter on the official stationery of the Contractor and it shall be signed by an authorized representative of the Contractor.

iii. The letter shall identify the specific claim(s) involved and describe the disputed (in) action regarding the claim.

a. The letter shall be submitted to the address listed in subsection (a) above within 90 calendar days from the date the Contractor received written notification of the decision to disallow claims.

b. The Department shall acknowledge Contractor letter within 15 calendar days of receipt.

c. The Department shall inform the Contractor of the Department's decision and the basis for the decision within 15 calendar days after the Department's acknowledgement notification. The Department shall have the option of extending the decision response

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time if additional information is required from the Contractor. The Contractor will be notified if the Department extends the response time limit.

D. A Contractor may initiate a second level appeal to the Office of Administrative Hearings and Appeals (OAHA).

1) The second level process may be pursued only after complying with first-level procedures and only when:

i. The Department has failed to acknowledge the grievance or complaint within 15 calendar days of its receipt, or

ii. The Contractor is dissatisfied with the action taken by the Department where the conclusion is based on the Department's evaluation of the merits.

2) The second-level appeal shall be submitted to the Office of Administrative Hearings and Appeals within 30 calendar days from the date the Department failed to acknowledge the first-level appeal or from the date of the Department's first-level appeal decision letter.

3) All second-level appeals made in accordance with this section shall be directed to:

Office of Administrative Hearings and Appeals (OAHA)
3831 N. Freeway Blvd., Suite 200
Sacramento, CA 95834

4) In referring an appeal to the OAHA, the Contractor shall submit all of the following:

i. A copy of the original written appeal sent to the Department.

ii. A copy of the Department's Audit Report to which the appeal applies. If received by the Contractor, a copy of the Department's specific finding(s), and conclusion(s) regarding the appeal with which the Contractor is dissatisfied.

E. The appeal process listed here shall not apply to those grievances or complaints arising from the financial findings of an audit or examination made by or on behalf of DHCS pursuant to Exhibit B.

F. The Department shall monitor the contracted provider's compliance with Contractor utilization review requirements. The federal government may also review the existence and effectiveness of DHCS' utilization review system.

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G. Contractor shall, at a minimum, implement and maintain compliance with the requirements described in Exhibit A, Attachment 2C, Section 22 for the purposes of reviewing the utilization, quality, and appropriateness of covered services and ensuring that all applicable Medi-Cal requirements are met.

H. Contractor shall ensure that contracted provider sites keep a record of the members/patients being treated at that location.

11. {DMC and DMC-ODS only} Reporting Complaints

A. All complaints received by the Contractor regarding a DMC-Certified provider shall be forwarded to DHCS using a Secure Managed File Transfer system specified by DHCS within two business days of completion.

B. {DMC-ODS only} Complaints for Residential Adult Alcoholism or Drug Misuse Recovery or Treatment Facilities, and counselor complaints may be made by using the Complaint Form, which is available and may be submitted online: http://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints.aspx.

C. {DMC only} Report suspected Medi-Cal Fraud to DHCS's Program Integrity Unit at bhpiu@dhcs.ca.gov

D. {DMC only} Complaints for licensed, adult alcoholism or drug misuse recovery or treatment facilities, or Alcohol and/or Other Drug (AOD) Certified Treatment Facilities shall be addressed to:

Department of Health Care Services
Licensing and Certification Division
P.O Box 997413., MS# 2601
Sacramento, CA 95899-7413
Email: SUDcomplaints@dhcs.ca.gov
Public Number: (916) 322-2911
Toll Free Number: (877) 685-8333

The Complaint Form is available and can be submitted online at: http://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints.aspx.

The Contractor shall be responsible for investigating complaints and providing the results of all investigations to DHCS using a Secure Managed File Transfer system specified by DHCS.

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1. [Reserved]

2. [Reserved]

3. [Reserved]

4. Network Adequacy and Timely Access

The Contractor shall submit, in a manner and format determined by the Department, documentation to demonstrate compliance with the Department's requirements for availability and accessibility of services, including the adequacy of the provider network, as described in Exhibit A, Attachment 8. (42 C.F.R. § 438.604(a)(5).)

5. [Reserved]

6. [Reserved]

7. [Reserved]

8. Parity in Mental Health and Substance Use Disorder Services

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

9. {DMC and DMC-ODS only} Additional Reporting Requirements Regarding SUD Services

A. California Outcomes Measurement System (CalOMS) for Treatment (CalOMS-Tx)

1) Contractor shall comply with the CalOMS-Tx data collection system requirements for submission of CalOMS-Tx data or contract with a software vendor that complies with this requirement. If applicable, a Business Associate Agreement (BAA) shall be established between the Contractor and the software vendor. The BAA shall state that DHCS is allowed to return the processed CalOMS-Tx data to the vendor that supplied the data to DHCS.

2) Contractor shall conduct information technology (IT) systems testing and pass state certification testing before commencing submission of CalOMS-Tx data. If the Contractor subcontracts with vendor for IT services, Contractor is responsible for ensuring that the subcontracted IT system is tested and certified by the DHCS prior to submitting CalOMS-Tx data. If Contractor changes or

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modifies the CalOMS-Tx IT system, then Contractor shall re-test and pass state re-certification prior to submitting data from new or modified system.

3) Electronic submission of CalOMS-Tx data shall be submitted by Contractor within 45 days from the end of the last day of the report month.

4) Contractor shall comply with data collection and reporting requirements established by the DHCS CalOMS-Tx Data Collection Guide (Document 3J), all former Department of Alcohol and Drug Programs Bulletins, and all applicable DHCS Information Notices relevant to CalOMS-Tx data collection and reporting requirements, including BHIN 24-030.

5) Contractor shall submit CalOMS-Tx admission, discharge, annual update, resubmissions of records containing errors or in need of correction, and "provider no activity" report records in an electronic format approved by DHCS.

6) Contractor shall comply with the CalOMS-Tx Data Compliance Standards established by DHCS identified in (Document 3S) for reporting data content, data quality, data completeness, reporting frequency, reporting deadlines, and reporting method.

7) Contractor shall participate in CalOMS-Tx informational meetings, trainings, and conference calls.

8) Contractor shall implement and maintain a system for collecting and electronically submitting CalOMS-Tx data.

9) Contractor shall meet the requirements as identified in Exhibit F, Business Associate Addendum and Exhibit F, Attachment I – Social Security Administration Agreement.

B. CalOMS-Tx General Information.

1) If the Contractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit CalOMS-Tx data, and or meet other CalOMS-Tx compliance requirements, Contractor shall report the problem in writing by secure, encrypted e-mail to DHCS at: ITServiceDesk@dhcs.ca.gov, before the established data submission deadlines. The written notice shall include a remediation plan that is subject to review and approval by DHCS. A grace period of up to 60 days may be

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granted, at DHCS' sole discretion, for the Contractor to resolve the problem before non-DMC payments are withheld.

2) If DHCS experiences system or service failure, an extension equal to the number of business days of the system or service failure shall be granted for the Contractor's late data submission.

3) Contractor shall comply with the treatment data quality standards established by DHCS. Failure to meet these standards on an ongoing basis may result in withholding DMC funds.

4) If the Contractor submits data after the established deadlines, due to a delay or problem, the Contractor shall still be responsible for collecting and reporting data from time of delay or problem.

C. Drug and Alcohol Treatment Access Report (DATAR).

1) The Contractor shall be responsible for ensuring that all contracted providers submit a monthly DATAR report in an electronic copy format as provided by DHCS.

2) The Contractor shall ensure that perinatal treatment providers who reach or exceed 90 percent of their dedicated capacity report this information to DHCSPerinatal@dhcs.ca.gov within seven days of reaching capacity.

3) The Contractor shall ensure that all DATAR reports are submitted to DHCS by contracted providers the 10th of the month following the report activity month.

4) The Contractor shall ensure that all contracted providers are enrolled in DHCS' web-based DATAR program for submission of data, accessible on the DHCS website when executing the subcontract.

5) If the Contractor or its subcontractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit a monthly DATAR report, and/or to meet data compliance requirements, the Contractor shall report the problem in writing before the established data submission deadlines by writing a secure, encrypted email to SUDDATARSupport@dhcs.ca.gov.

6) If DHCS experiences system or service failure, an extension equal to the number of business days of the system or service failure shall be granted for the Contractor's late data submission.

7) [Reserved]

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REPORTING REQUIREMENTS

D. [Reserved]

10. Failure to Meet Reporting Requirements

A. Contractor agrees that DHCS has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A or as identified in Document 1F(a), Reporting Requirement Matrix for Counties. (W&I Code § 14197.7(o)(1); BHIN 22-045.)

B. Upon identifying a failure to meet required reporting requirements, DHCS shall issue a Notice of Deficiency to Contractor regarding specified providers with a deadline to submit the required data and a request for a Corrective Action Plan (CAP) to ensure timely reporting in the future. DHCS shall approve or reject the CAP or request revisions to the CAP, which shall be resubmitted to DHCS within 30 days.

C. If the Contractor has not ensured compliance with the data submission or CAP request within the designated timeline, then DHCS may withhold funds until all data is submitted. DHCS shall inform the Contractor 30 days in advance of when funds will be withheld. (BHIN 22-045.)

D. The Contractor may appeal the imposition of a temporary withhold pursuant to W&I Code section 14197.7, subdivisions (k) and (m) and BHIN 22-045 or any subsequent Departmental guidance. (W&I Code § 14197.7(o)(2).)

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Exhibit B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Medical Assistance Payment Provisions

A. The Department will reimburse the Contractor for Covered Services provided pursuant to the requirements in Exhibit A to this contract, based upon a fee schedule developed by the Department and specified in the approved Medicaid State plan and waivers.

B. Contractor shall submit claims in accordance with Department guidance, including the applicable program billing manual and any superseding guidance, including with respect to verifying Medi-Cal eligibility and Other Health Coverage (OHC). Providers that submit claims to Contractor or DHCS for covered services shall submit claims in accordance with Department guidance, including the applicable program billing manual and any superseding guidance, including with respect to verifying Medi-Cal eligibility and Other Health Coverage (OHC).

2. Budget Contingency Clause

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

A. Federal Budget

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

B. Delayed Federal Funding

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

3. Contractor Claims and Federal Financial Participation

A. Nothing in this contract shall limit the Contractor's ability to submit claims for appropriate FFP reimbursement for any covered services, utilization review and quality assurance (UR/QA), Medi-Cal Administrative Activities and/or administrative costs. The Contractor shall ensure compliance with all requirements necessary for Medi-Cal reimbursement for these services and activities, including the requirements in Welfare and Institutions (W&I) Code, section 14184.403.

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B. Claims for FFP reimbursement shall be submitted by the Contractor to the Department for adjudication throughout the fiscal year.

4. Audits and Recovery of Overpayments

A. In the case of federal audit exceptions, the Department will follow federal audit appeal processes unless the Department, in consultation with the County Behavioral Health Director's Association of California, determines that those appeals are not cost beneficial. The Department will involve the Contractor in developing the response to any draft federal audit reports that directly impact the county.

B. Whenever there is a final state or federal audit exception, the Department may use any recovery methods available under the law, not limited to W&I Code, Sections 14124.24, 14176, 14177, 14707, 14718, and Government Code section 12419.5, to offset the amount of any federal disallowance, audit exception, or overpayment against subsequent claims from the Contractor.

1) Offsets may be done at any time, after the department has invoiced or otherwise notified the Contractor about the audit exception, disallowance, or overpayment. The Department shall determine the amount that may be withheld from each payment to the Contractor.

2) The maximum withheld amount shall be 25 percent of each payment as long as the Department is able to comply with the federal requirements for repayment of FFP pursuant to 42 United States Code (U.S.C.) §1396b(d)(2)). The Department may increase the maximum amount when necessary for compliance with federal laws and regulations.

C. Pursuant to title 42 of the Code of Federal Regulations (C.F.R.) section 438.602, data submitted to the Department are subject to audit in the manner and form prescribed by the Department. Contractor and its subcontractors shall be subject to audits and/or reviews, including client record reviews, by the Department. Any audit of Contractor's data shall occur within three years of the date of receipt by the Department with signed certification by the Contractor's Behavioral Health Director or an individual who has delegated authority to sign for and reports directly to the Contractor's Behavioral Health Director. A signature is required before the data will be considered final. For purposes of this section, the data shall be considered audited once the Department has informed the Contractor in writing of its intent to make adjustments or once the Department has informed the Contractor in writing of its intent to close the audit.

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D. If the adjustments result in the Department owing payments to the Contractor, the Department shall submit a claim to the federal government for the related FFP within 30 days contingent upon sufficient budget authority.

5. Claims Adjudication Process

A. Pursuant to W&I Code section 14184.403, claims for Medicaid reimbursement shall comply with eligibility and service requirements under applicable federal and state law.

B. The Contractor shall certify that any funds transferred to the Department by the Contractor qualify for FFP pursuant to 42 C.F.R. section 433.51, any other applicable federal Medicaid laws, and the CalAIM Special Terms and Conditions, and are not derived from impermissible sources such as recycled Medicaid payments, Federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include revenue relating to patient care or other revenue received from federal health care programs to the extent that the program revenue is not obligated to the State as the source of funding.

The Contractor shall certify each claim submitted to the Department in accordance with 42 C.F.R. sections 438.604, 438.606, 438.608, and 455.18, as applicable, and any additional claiming parameters specified in Department guidance. The Contractor's Behavioral Health Director or an individual with authority delegated by the Behavioral Health Director shall sign the certification, declaring under penalty of perjury that, to the best of their knowledge and belief, the claim in all respects is true, correct, and in accordance with the law and meets the requirements of 42 C.F.R. sections 438.604 and 438.606. The Contractor shall have mechanisms that support the Behavioral Health Director's certification, including the certification that the services for which claims were submitted were provided to the member. If the Department requires additional information from the Contractor that will be used to establish Department payments to the Contractor, the Contractor shall certify that the additional information provided is in accordance with 42 C.F.R., section 438.604.

C. Claims not meeting federal and/or state requirements shall be returned to Contractor as not approved for payment, along with a reason for denial. Claims meeting all Health Insurance Portability and Accountability Act (HIPAA) transaction requirements and any other applicable federal or state privacy laws or regulations and certified by the Contractor in accordance with 42 C.F.R., Section 438.604, 438.606, and 455.18 shall be processed for adjudication.

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D. If the Department or the Contractor determines that changes must be made relating to either the Department's or the Contractor's claims submission and adjudication systems due to federal or state law changes or business requirements, both the Department and the Contractor agree to provide notice to the other party as soon as practicable prior to implementation. This notice shall include information and comments regarding the anticipated requirements and impacts of the projected changes. The Department and the Contractor agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.

6. Payment Data Certification

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

7. System Changes

In the event changes in federal or state law or regulations, including court decisions and interpretations, necessitate a change in either the fiscal or program obligations or operations of the Contractor or the Department, or a change in obligation for payment of covered services, the Contract may be amended as needed to address the changes in accordance with Exhibit E.

8. Administrative Reimbursement

A. Contractor may submit claims for administrative expenditures under the following subsections, as applicable. For any given administrative expenditure, Contractor may submit a claim under only one of the following subsections.

B. {SMHS only} Mental Health Medi-Cal Administrative Activities

1) The Contractor may submit claims for reimbursement of Mental Health Medi-Cal Administrative Activities (MHMAA) pursuant to W&I Code section 14132.47 and the MHMAA Implementation Plan. The Contractor shall not submit claims for MHMAA unless it has submitted a claiming plan to the Department which was approved by the Department and is effective during the quarter in which the costs being claimed were incurred. In addition, the Contractor shall not submit claims for reimbursements of MHMAA that are not consistent with the Contractor's approved Medi-Cal Administrative Activities claiming plan. The Contractor shall not use the relative value methodology to report its MHMAA costs on the final annual MHMAA claim.

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2) Claims for reimbursement of MHMAA may be submitted to the Department on a quarterly basis. The Contractor shall submit a final annual claim for costs incurred in a state fiscal year to the Department by December 31st following the close of that fiscal year. The Department shall reconcile all quarterly payments with the final annual claim. If the total quarterly payments are greater than the total payments due to the Contractor based upon the final annual claim, the Department shall recoup the difference from the Contractor and return the overpayment to the Federal government pursuant to 42 C.F.R. 433.316. If the total quarterly payments are less than the total payments due to the Contractor based upon the final annual claim, the Department shall make an adjusting payment to the Contractor. The Contractor may e-mail DHCS at MHMAA@dhcs.ca.gov to request the MHMAA invoice template.

C. {DMC and DMC-ODS only} County-Based Medi-Cal Administrative Activities

Certain administrative activities may qualify for reimbursement as County-Based Medi-Cal Administrative Activities (CMAA) pursuant to W & I Code section 14132.47 and applicable Department guidance.

D. Administrative Costs and Utilization Review /Quality Assurance

1) Administrative costs that are not claimed under subsection B or C above shall be claimed separately in a manner consistent with federal Medicaid requirements and the approved Medical Assistance Program Cost Allocation Plan and shall be limited to:

i. 10 percent of the total approved and paid claims to the Contractor for Medicaid Children's Health Insurance Program (MCHIP) services; and

ii. 15 percent of the total approved and paid claims to the Contractor for other medical assistance.

The cost of performing UR/QA activities shall be reimbursed separately and shall not be included in administrative costs.

2) The Contractor may submit claims for reimbursement of Administrative Costs and UR/QA costs to the Department on a quarterly basis. The Contractor shall submit a final annual claim for administrative costs and UR/QA costs incurred in a state fiscal year to the Department by December 31st following the close of that fiscal year. The Department shall reconcile all quarterly payments for administrative costs and UR/QA costs with the final annual

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claims. If the total quarterly payments are greater than the total payments due to the Contractor based upon the final annual claims, the Department shall recoup the difference from the Contractor and return the overpayment to the Federal government pursuant to 42 C.F.R. Part 433, Subpart F. If the total quarterly payments are less than the total payments due to the Contractor based upon the final annual claims, the Department shall make an adjusting payment to the Contractor.

3) The Contractor shall use the appropriate claiming forms for this Contract:

   i. {Integrated Contracts (DMC-ODS and DMC counties)} MC 1982 B-1 for administrative costs and the MC 1982 C-1 for UR/QA costs. The Contractor may claim administrative and UR/QA costs for SMHS and SUD services on a single form.

   ii. {Standalone SMHS Contracts} MC 1982 B for administrative costs and MC 1982 C for UR/QA costs.

   iii. {Standalone DMC and DMC-ODS Contracts (incl. PHC Model)} MC 5312 for administrative costs and DHCS 5311 for UR/QA costs.

4) {DMC only} If, while completing the UR/QA requirements under this Contract, any of the Contractor's skilled professional medical personnel and directly supporting staff meet the criteria set forth in 42 C.F.R. 432.50(d)(1), then the Contractor shall submit a written request that specifically demonstrates how the skilled professional medical personnel and directly supporting staff meet all of the applicable criteria set forth in 42 C.F.R. 432.50(d)(1) and outline the duties they will perform to assist DHCS, or DHCS' skilled professional medical personnel, in activities that are directly related to the administration of the DMC Program. DHCS shall respond to the Contractor's written request within 20 days with either a written agreement pursuant to 42 C.F.R. 432.50(d)(2) approving the request, or a written explanation as to why DHCS does not agree that the Contractor's skilled professional medical personnel and directly supporting staff meet the criteria set forth in 42 C.F.R. 432.50(d)(1).

9. [Reserved]

10. [Reserved]

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Exhibit D
Special Terms and Conditions

The provisions herein apply to this Agreement **unless** the applicable conditions do not exist, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the provisions are removed by reference on the face of this Agreement.

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

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

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

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.).

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30. Use of Small Business Subcontractors
31. Alien Ineligibility Certification
32. Union Organizing
33. Contract Uniformity (Fringe Benefit Allowability)
34. Suspension or Stop Work Notification
35. Public Communications
36. Legal Services Contract Requirements
37. Compliance with Statutes and Regulations
38. Lobbying Restrictions and Disclosure Certification

In Progress

1. Federal Equal Opportunity Requirements

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

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212). Such notices will state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and will post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 Code of Federal Regulations (C.F.R.) Part 60, “Office of the Federal Contract Compliance

Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. § 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

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

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

3. Procurement Rules

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

a. **Equipment/Property definitions**

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

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

2) **Minor equipment/property:** A tangible item having a base unit cost of less than $5,000 with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

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

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

1) Equipment/property purchases must not exceed $50,000 annually.

   To secure equipment/property above the annual maximum limit of $50,000, the Contractor must make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property purchased by or through DHCS will be deducted from the funds available in this Agreement. Contractor will submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.

2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 will also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.

3) Nonprofit organizations and commercial businesses must use a procurement system that meets the following standards:

   a) Maintain a code or standard of conduct that will govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent will participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

   b) Procurements must be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

   c) Procurements must be conducted in a manner that provides for all of the following:

      i. Avoid purchasing unnecessary or duplicate items.

      ii. Equipment/property solicitations must be based upon a clear and accurate description of the technical requirements of the goods to be procured.

      iii. Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of $5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or

desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) must also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment / Property Ownership / Inventory / Disposition

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

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

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

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

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

Upon receipt of equipment and/or property, the Contractor must report the

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

2) **Annual Equipment/Property Inventory**

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

a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.

c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.

b. Title to State equipment and/or property will not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, DHCS will be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor and/or Subcontractor must maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor must immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor must promptly submit one copy of the theft report to the DHCS Program Contract Manager.

e. Unless otherwise stipulated by the Program funding this Agreement, equipment

and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, must only be used for performance of this Agreement or another DHCS agreement.

f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor must provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and must, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property will be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions will be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

g. **Motor Vehicles**

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

1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor must return such vehicles to DHCS and must deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.

2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California will be the legal owner of said motor vehicles and the Contractor will be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.

3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, must hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator must also hold a State of California Class B driver's license.

4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, must provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

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

b) The Contractor and/or Subcontractor must, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance must identify the DHCS contract or agreement number for which the insurance applies.

c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, will remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.

d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

   I. The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).

   II. The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

   III. The insurance carrier must notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices will contain a reference to each agreement number for which the insurance was obtained.

f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance

Management. The Contractor will be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services will be performed prior to obtaining said approval.

g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

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

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding $5,000, the Contractor must obtain at least three bids or justify a sole source award.

1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

2) DHCS may identify the information needed to fulfill this requirement.

3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

a) A local governmental entity or the federal government,

b) A State college or State university from any State,

c) A Joint Powers Authority,

d) An auxiliary organization of a California State University or a California community college,

e) A foundation organized to support the Board of Governors of the California Community Colleges,

f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,

g) Firms or individuals proposed for use and approved by DHCS' funding program via acceptance of an application or proposal for funding or pre/post contract award negotiations,

h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Volume 1 Chapter 5 Section 5.80 Subsection B.

i) Entities whose name and budgeted costs have been submitted to DHCS in response to a competitive Invitation for Bid or Request for Proposal.

b. Agreements with governmental or public entities and their auxiliaries, or a Joint Powers Authority

1) If the total amount of all subcontracts exceeds twenty-five percent (25%) of the total agreement amount or $50,000, whichever is less and each subcontract is not with an entity or of a service type described in paragraph a(3) herein, DHCS will:

a) Obtain approval from DGS to use said subcontracts, or

b) If applicable, obtain a certification from the prime Contractor indicating that each subcontractor was selected pursuant to a competitive bidding process requiring at least three bids from responsible bidders, or

c) Obtain attestation from the Secretary of the California Health and Human Services Agency attesting that the selection of the particular subcontractor(s) without competitive bidding was necessary to promote DHCS' program needs and was not done for the purpose of circumventing competitive bidding requirements.

2) When the conditions of b(1) apply, each subcontract that is not with a type of entity or of a service type described in paragraph a(3) herein, must not commence work before DHCS has obtained applicable prior approval to use said subcontractor. DHCS will inform the Contractor when DHCS has obtained appropriate approval to use said subcontractors.

c. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor must take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.

2) The requirements specified in Provision 28 entitled, "Use of Disabled Veteran Business Enterprises (DVBEs)" will apply to the use and substitution of DVBE subcontractors.

3) The requirements specified in Provision 30 entitled, "Use of Small Business Subcontractors" will apply to the use and substitution of small business subcontractors.

d. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of $5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers must be confirmed in writing by DHCS.

e. Contractor must maintain a copy of each subcontract entered into in support of this Agreement and must, upon request by DHCS, make copies available for approval, inspection, or audit.

f. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

g. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

h. When entering into a consulting agreement with DHCS, the contract must include detailed criteria and a mandatory progress schedule for the performance of the contract, and must require Contractor to provide a detailed analysis of the costs of performing the contract.

i. The Contractor must ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

j. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

k. Unless otherwise stipulated in writing by DHCS, the Contractor will be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

l. Contractor must, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 18, 19, 20, 32, 37, 38 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

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

7. Audit and Record Retention

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

a. The Contractor and/or Subcontractor must maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records must be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that DHCS, DGS, the California State Auditor, or their designated representatives including, but not limited to, the Comptroller General of the United States will have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code (Gov. Code) § 8546.7, Title 2 Code of California Regulations (C.C.R.), § 1896.77 and other applicable State laws.) The Contractor must comply with the above and be aware of the penalties for violations of fraud and for obstruction of an investigation under applicable State laws.

d. The Contractor and/or Subcontractor must preserve and make available his/her records (1) for a period of six years for all records related to Disabled Veteran Business Enterprise (DVBE) participation (Military and Veterans Code (Mil. & Vet. Code) § 999.55), if this Agreement involves DVBE participation, and three years for all other contract records from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

   1) If this Agreement is completely or partially terminated, the records relating to the work terminated must be preserved and made available for a period of three years from the date of any resulting final settlement.

   2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other

data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

f. For agreements with non-profit entities funded in part or whole with federal funds in the amount of $750,000 or more, the Contractor must, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 et seq.

g. For Direct Service Contracts as defined in Health & Saf. Code § 38040 in the amount of $25,000 or more, the Contract must comply with the audit requirements set forth in Health & Saf. Code § 38040.

8. Site Inspection

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

9. Federal Contract Funds

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

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. DHCS has the option to invalidate or cancel the Agreement with 30-days

advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Termination

a. **For Cause**

The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State will be deducted from any sum due the Contractor under this Agreement and the balance, if any, will be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State will pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.

b. **For Convenience**

The State retains the option to terminate this Agreement, in whole or in part, without cause, at the State's convenience, without penalty, provided that written notice has been delivered to the Contractor at least thirty (30) calendar days prior to such termination date. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the Contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

11. Intellectual Property Rights

(Applicable to all agreements that may be fund, in whole or part, the creation and development Intellectual Property.)

a. The State will be the owner of all rights, title, and interest in any and all intellectual property or other products or materials created or developed pursuant to this Agreement, whether or not published, produced, manufactured or distributed. The copyright, patent and/or other intellectual property rights to any and all products created, provided or developed, in whole or part, under this Agreement, whether or not published, produced, manufactured or distributed belongs to the State from the moment of creation.

b. The State retains all rights to use, reproduce, distribute, or display any products or materials created, provided, developed, or produced under this Agreement and any derivative products based on Agreement products or materials, as well as all other rights, privileges, and remedies granted or reserved to a copyright, patent, service mark or trademark owner under statutory and common law.

c. Contractor agrees to cooperate with State and to execute any document(s) that may be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of trademark, copyright or patent rights. Contractor, subject to reasonable availability, agrees to give testimony and take all further acts necessary to acquire, transfer, maintain, and enforce the State's intellectual property rights and interest.

d. Contractor agrees to cooperate with the State in assuring the State's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor must require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to the State all rights, title and interest in Intellectual Property conceived, developed, derived from, or reduced to practice by the subcontractor, Contractor or the State and which result from this Agreement or any subcontract.

e. Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting to or obtaining for State, without additional compensation, a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.

f. Contractor will retain title to all of its Intellectual Property to the extent such intellectual Property is in existence prior to the effective date of this Agreement. **Unless otherwise specified in the Statement of Work in contracts other than those funded, in part or whole, by federal funds (see paragraph k below)**, Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in

the Intellectual Property resulting from this Agreement. Proprietary software packages that are provided at established catalog or market prices and sold or leased to the general public will not be subject to this license provision.

g. In the case of copyrighted materials, all materials distributed under the terms of this Agreement, and any reproductions or derivative works thereof, must include a notice of copyright in a place that can be visually perceived at the direction of the State. This notice must be placed prominently on products or materials and set apart from other matter on the page or medium where it appears. The notice "Copyright" or "©", the year in which the work was first created, and the Department of Health Care Services DHCS", or other appropriate mark as directed by DHCS, must be included on any such products or materials.

h. Contractor represents and warrants that:

1) It is free to enter into and fully perform this Agreement.

2) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

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

4) Neither Contractor's performance nor any part of its performance will violate the right of privacy of or constitute a libel or slander against any person or entity.

5) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real property, sites, locations, property or props that may be used or shown.

6) It has not granted and will not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to the State in this Agreement.

7) It has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition,

operation or maintenance of computer software in violation of copyright laws.

8) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

i. THE STATE MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

j. INTELLECTUAL PROPERTY INDEMNITY

1) Contractor must indemnify, defend and hold harmless the State and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of the State's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or the State and which result directly or indirectly from this Agreement. This indemnity obligation will apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. The State reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against the State.

2) Should any Intellectual Property licensed by the Contractor to the State under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve the State's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to the State. The State will have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for the State to continue using the licensed Intellectual Property; or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, the State will be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in

equity.

3) Contractor agrees that damages alone would be inadequate to compensate the State for breach of any term of this Intellectual Property attachment by Contractor. Contractor acknowledges the State would suffer irreparable harm in the event of such breach and agrees the State will be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

k. If this Agreement is funded in whole or part by federal funds, the State will retain all Intellectual Property rights, title, and ownership, which result directly or indirectly from the Agreement pursuant to applicable federal law including, but not limited to, 45 C.F.R. § 75.322 and 45 C.F.R. § 95.617, except as provided in 37 C.F.R. Part 401.14. However, the federal government will have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

l. The provisions set forth herein will survive any termination or expiration of this Agreement.

12. Air or Water Pollution Requirements

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

a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations.

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. § 1251 et seq.), as amended.

13. Prior Approval of Training Seminars, Workshops or Conferences

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

14. Confidentiality of Information

a. The Contractor and its employees, agents, or subcontractors must protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. The Contractor and its employees, agents, or subcontractors must not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. The Contractor and its employees, agents, or subcontractors must promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor must not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity will include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

15. Documents, Publications and Written Reports

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

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

16. Dispute Resolution Process

a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance

between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.

1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor must direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance must state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief will render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief will respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor must include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal must be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee will meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee will be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal. The decision rendered by the Deputy Director or his/her designee will be the final administrative determination by the Department.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code (Health & Saf. Code) § 100171.

c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence will be directed to the DHCS Program Contract Manager.

d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor will be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

e. Notwithstanding any dispute, the Contractor shall diligently continue performance of the Contract (including matters subject to dispute to the maximum extent possible).

17. Subrecipient Compliance

(Applicable to agreements in which a Subrecipient receives federal funding. This does not apply to Medi-Cal programs.)

Per 2 C.F.R. § 200.93, a Subrecipient is a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal award. Subrecipients must comply with certain requirements, including without limitation, audit requirements, as set forth in 2 C.F.R. Part 200, as applicable to Subrecipients. Subrecipients may be subject to applicable monitoring activities by DHCS as required in 2 C.F.R. § 200.332.

18. Human Subjects Use Requirements

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

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

19. Debarment and Suspension Certification

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

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

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

   1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

   2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;

   3) Are not presently indicted for or otherwise criminally or civilly charged by a

governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 C.F.R. Part 180, Subpart C as supplemented by 2 C.F.R. Part 376.

6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 C.F.R .part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor must submit an explanation to the DHCS Program Contract Manager.

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

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

20. Smoke-Free Workplace Certification

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

a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

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

21. Drug Free Workplace Act of 1988

The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace.

b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.

c. Employees must notify their employer of any conviction of a criminal drug statue no later than five days after such conviction.

d. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy that abuse of this drug will also not be tolerated in the workplace.

e. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

22. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS

will have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

23. Payment Withholds

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

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

24. Progress Reports or Meetings

(Applicable to consultant service agreements and, at DHCS' option, other agreements.)

a. Contractor shall submit progress reports or attend meetings with state personnel at intervals determined by DHCS to determine if the Contractor is on the right track, whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed quickly.

b. At the conclusion of this Agreement and if applicable, Contractor shall hold a final meeting at which Contractor shall present any findings, conclusions, and recommendations. If required by this Agreement, Contractor shall submit a comprehensive final report.

25. Performance Evaluation

a. For all consultant service agreements of $5000 or more:

   1) The Contractor's performance under this Agreement will be evaluated at the conclusion of the term of this Agreement. The evaluation will include, but not be limited to:

      a) Whether the contracted work or services were completed as specified in the Agreement and reasons for and amount of any cost overruns.

      b) Whether the contracted work or services met the quality standards specified in the Agreement.

      c) Whether the Contractor fulfilled all requirements of the Agreement and if not, in what ways the Contractor did not fulfill the contract.

      d) Factors outside the control of the Contractor, which caused difficulties in Contractor performance. Factors outside the control of the Contractor will not include a Subcontractor's poor performance.

      e) Other information the awarding agency may require.

f) How the Contract results and findings will be utilized to meet the agency goals.

2) The evaluation of the Contractor will not be a public record.

b. For all other agreements except grant agreements:

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

26. Officials Not to Benefit

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

27. Prohibited Use of State Funds for Software

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

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

28. Use of Disabled Veteran's Business Enterprises (DVBE)

(Applicable to agreements over $10,000 in which the Contractor committed to achieve DVBE participation. Not applicable to agreements and amendments specifically exempted from DVBE requirements by DHCS.)

a. The State Legislature has declared that a fair portion of the total purchases and contracts or subcontracts for property and services for the State be placed with disabled veteran business enterprises.

b. All DVBE participation attachments, however labeled, completed as a condition of bidding, contracting, or amending a subject agreement, are incorporated herein and made a part of this Agreement by this reference.

c. Contractor agrees to use the proposed DVBEs, as identified in previously submitted DVBE participation attachments. Contractor understands and agrees to comply with the requirements set forth in Mil. & Vet. Code § 999 et seq. in that should award of this Contract be based on part on its commitment to use the DVBE subcontractor(s) identified in its bid or offer, per Mil. & Vet. Code § 999.5(g), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by both DHCS and the DGS prior to the commencement of any work by the proposed subcontractor. Changes to the

scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

d. Requests for DVBE subcontractor substitution must include:

   1) A written explanation of the reason for the DVBE substitution.

   2) A written description of the business enterprise that will be substituted, including its DVBE certification status and contact information.

   3) A written description of the work to be performed by the substituted DVBE subcontractor and an identification of the percentage share/dollar amount of the overall contract that the substituted subcontractor will perform.

   4) One or more of the permissible justifications for substituting a DVBE subcontractor as found in 2 C.C.R. § 1896.73(g).

e. Failure of the Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in Mil. & Vet. Code§ 999.9 and other applicable State laws.

f. Upon completion of this Contract, DHCS requires the Contractor to certify using the Prime Contractor's Certification – DVBE Subcontracting Report (STD 817), all of the following:

   1) The total amount the prime Contractor received under the Agreement;

   2) The name, address, Contract number and certification ID Number of the DVBE(s) that participated in the performance of this Contract;

   3) The amount and percentage of work the prime Contractor committed to provide to one or more DVBE(s) under the requirements of the Contract and the total payment each DVBE received from the prime Contractor;

   4) That all payments under the Contract have been made to the DVBE(s); and

   5) The actual percentage of DVBE participation that was achieved. Upon request, the prime Contractor must provide proof of payment for the work.

g. If for this Contract the Contractor made a commitment to achieve the DVBE participation goal, the Department will withhold $10,000 from the final payment, or the full payment if less than $10,000, until the Contractor complies with the certification requirements above. A Contractor that fails to comply with the certification requirement must, after written notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of written notice, the prime Contractor refuses to comply with the certification requirements, DHCS will permanently deduct $10,000 from the final payment, or the full payment if less than $10,000. (Mil. & Vet. Code § 999.7.)

h. A person or entity that knowingly provides false information will be subject to a civil penalty for each violation. (Mil. & Vet. Code § 999.5(d); Govt. Code § 14841.)

i. Contractor agrees to comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in § 999 of the Mil. & Vet. Code, including, but not limited to, the requirements of § 999.5(d).

29. Use of Small, Minority Owned and Women's Businesses

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

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

a. Ensure that small businesses, minority-owned firms and women's business enterprises are used to the fullest extent practicable.

b. Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms and women's business enterprises.

c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

d. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

e. Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

30. Use of Small Business Subcontractors

(Only applicable to agreements awarded in part due to the granting of small business preference where the Contractor committed to use small business subcontractors for at least 25% of the initial contract cost or amount bid.)

a. All Small Business Preference Request attachments and Small Business Subcontractor/Supplier Acknowledgment attachments, however labeled, completed as a condition of bidding, are incorporated herein, and made a part of this Agreement by this reference.

b. Contractor agrees to use each small business subcontractor/supplier, as

identified in previously submitted Small Business Preference Request attachments, unless the Contractor submits a written request for substitution of a like or alternate subcontractor. All requests for substitution must be approved by DHCS, in writing (including email or fax), prior to using a proposed substitute subcontractor.

c. Requests for substitution must be approved by the funding program and must include, at a minimum:

   1) An explanation of the reason for the substitution.

   2) A written description of the business enterprise that will be substituted, including its small business certification status and contact information.

   3) If substitution of an alternate small business does not occur, include a written justification and description of the steps taken to try to acquire a new small business and how that portion of the Contract will be fulfilled.

   4) A written description of the work to be performed by the substituted subcontractor identified by both task (if applicable) and dollar amount or percentage of the overall Contract that the substituted subcontractor will perform. The substituted business, if approved, must perform a commercially useful function in the Contract pursuant to 2 C.C.R. § 1896.15.

d. DHCS may consent to the substitution if allowed by applicable State laws.

e. Prior to the approval of the prime contractor's request for the substitution, the funding program will give notice in writing to the listed subcontractor of the prime contractor's request to substitute and the reasons for the request to substitute. The notice will be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor that has been so notified will have five (5) working days after the receipt of the notice to submit written objections to the substitution to the funding program. Failure to file these written objections will constitute the listed subcontractor's consent to the substitution. If written objections are filed, DHCS will give notice in writing of at least five (5) working days to the listed subcontractor of a hearing by DHCS on the prime contractor's request for substitution.

f. Failure of the Contractor to subcontract with the small businesses listed in its bid or proposal to DHCS, or failure to follow applicable substitution rules and regulations will be grounds for DGS to impose sanctions pursuant to Gov. Code § 14842.5 and 2 C.C.R. § 1896.92. In the event such sanction are to be imposed, the Contractor be notified in writing and entitled to a hearing pursuant to Gov. Code § 14842. and 2 C.C.R. § 1896.18 and § 1896.20.

g. If requested by DHCS, Contractor agrees to provide documentation/verification, in a form agreed to by DHCS, that small business subcontractor usage under this Agreement complies with the commitments specified during the contractor selection process.

31. Alien Ineligibility Certification

(Applicable to sole proprietors entering into federally funded agreements.)

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

32. Union Organizing

(Applicable only to grant agreements.)

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

a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.

b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

c. Grantee must, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.

d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee must provide those records to the Attorney General upon request.

33. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

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

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

   1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.

   2) Director's and executive committee member's fees.

3) Incentive awards and/or bonus incentive pay.

4) Allowances for off-site pay.

5) Location allowances.

6) Hardship pay.

7) Cost-of-living differentials.

c. Specific allowable fringe benefits include:

1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

1) Be necessary and reasonable for the performance of the Agreement.

2) Be determined in accordance with generally accepted accounting principles.

3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits must be at actual cost.

f. Earned/Accrued Compensation

1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.

2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

a) **Example No. 1:**

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

b) **Example No. 2:**

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

c) **Example No. 3:**

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

34. Suspension or Stop Work Notification

a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.

b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification will remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.

1) Upon receipt of a suspension or stop work notification, the Contractor must immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

2) Within 90 days of the issuance of a suspension or stop work notification, DHCS will either:

a) Cancel, extend, or modify the suspension or stop work notification; or

b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.

d. If the suspension or stop work notification is canceled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification will require an amendment to the Agreement.

e. If a suspension or stop work notification is not canceled and the Agreement is canceled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS will allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

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

35. Public Communications

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

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

36. Legal Services Contract Requirements

(Applicable only to agreements involving the performance of legal services.)

The Contractor must:

a. Adhere to legal cost and billing guidelines designated by DHCS.

b. Adhere to litigation plans designated by DHCS.

c. Adhere to case phasing of activities designated by DHCS.

d. Submit and adhere to legal budgets as designated by DHCS.

e. Maintain legal malpractice insurance in an amount not less than the amount designated by DHCS. Said amount must be indicated in a separate letter to the Contractor.

f. Submit to legal bill audits and law firm audits if requested by DHCS. Such audits may be conducted by State employees or its designees or by any legal cost control providers retained by DHCS for such purpose.

g. Applicable only to legal agreements of $50,000 or more:

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

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

37. Compliance with Statutes and Regulations

a. The Contractor must comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement. This includes any changes to the applicable laws, regulations, and/or published guidelines that arise after the execution of this Agreement.

b. For federally funded agreements, these authorities include, but are not limited to, 2 C.F.R. Part 200, subpart F, Appendix II; 42 C.F.R. Part 431, subpart F; 42 C.F.R. Part 433, subpart D; 42 C.F.R. Part 434; 45 C.F.R. Part 75, subpart D; and 45 C.F.R. Part 95, subpart F. To the extent applicable under federal law, this Agreement will incorporate the contractual provisions in these federal regulations and they will supersede any conflicting provisions in this Agreement.

38. Lobbying Restrictions and Disclosure Certification

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

a. Certification and Disclosure Requirements

1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, must file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

2) Each recipient must file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that

contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

3) Each recipient must file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

   a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

   b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

   c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant must file a certification, and a disclosure form, if required, to the next tier above.

5) All disclosure forms (but not certifications) must be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person must forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

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

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Attachment 1
CERTIFICATION REGARDING LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned must complete and submit Standard Form LLL, “Disclosure of Lobbying Activities" (Attachment 2) in accordance with its instructions.

3. The recipient must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients must certify and disclose accordingly.

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

By signing or otherwise accepting the Agreement, the recipient certifies and files this Attachment 1. **CERTIFICATION REGARDING LOBBYING,** as required by Section 1352, Title 31, U.S.C., unless the conditions stated in paragraph 2 above exist. In such case, the awardee/contractor must complete and sign Attachment 2. **CERTIFICATION REGARDING LOBBYING and returning it to the Department of Health Care Services.**

Attachment 2
CERTIFICATION REGARDING LOBBYING

Approved by OMB (0348-0046)
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
_ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	_ a. bid/offer/application b. initial award c. post-award	_ a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier ___, if known: Congressional District, If known:	Congressional District, If known:
6. Federal Department/Agency	7. Federal Program Name/Description:
	CDFA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known:
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a.* *(Last name, First name, MI):*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than $100,000 for each such failure.

Signature:	
Print Name:	
Title:	
Telephone Number:	
Date:	

Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if itis, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grant.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001”.

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

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

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

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

In Process

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

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In Process

Exhibit E
ADDITIONAL PROVISIONS

1. Contract Amendment Process

A. If, during the term of this Contract, a party wishes to amend the Contract, that party may notify the other party so that the parties can engage in informal discussions and consultations preceding the formal amendment process, as set forth below.

B. All amendments proposed by one party shall be provided in writing to the other party.

1) Any such proposal shall set forth a detailed explanation of the reason and basis for the proposed amendment, a complete statement of costs and benefits of the proposed amendment and the text of the desired amendment.

2) Timing of proposed amendments,

i. {Integrated Contracts (DMC and DMC-ODS)} Any proposed amendments requested by the Contractor must be submitted to DHCS by October 1 of each calendar year in order for the amendment to be effective for the following calendar year, beginning on January 1.

ii. {Standalone Contracts (SMHS, DMC, and DMC-ODS)} Any proposed amendments requested by the Contractor must be submitted to DHCS by May 1 of each state fiscal year in order for the amendment to be effective for the following state fiscal year, beginning on July 1.

3) These proposed amendments shall be duly approved by the County Board of Supervisors or its authorized designee and signed by a duly authorized representative.

C. The other party shall acknowledge receipt of the proposal in writing within 10 calendar days and shall have 60 calendar days (or such different period as the parties mutually may set) after receipt of such proposal to review and consider the proposal, to consult and negotiate with the proposing party, and to accept or reject the proposal. Acceptance or rejection may be made orally within the 60-day period and shall be confirmed in writing within five days thereafter. The party proposing an amendment shall have the right to withdraw the proposal at any time prior to acceptance or rejection by the other party.

D. If the parties agree on an amendment to the Contract, the agreed upon changes shall be made through the State's official agreement amendment process.

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1) No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services (DGS), if DGS approval is required. If DGS approval is not required, the amendment will be binding on both parties on the date executed by both parties.

2. Contract Renewal; Contract Cancellation/Termination

A. Contract Renewal

This Contract may be renewed if the Contractor continues to meet the requirements under this Contract and applicable law. Failure to meet these requirements shall be cause for nonrenewal of the Contract. (42 C.F.R. § 438.708; W&I Code § 14714(b)(1).) The Department may base the decision to renew on timely completion of a mutually agreed-upon plan of correction of any deficiencies, submissions of required information in a timely manner, and/or other conditions of the Contract. (W&I Code § 14714(b)(1).)

B. Contract Termination or Nonrenewal by Contractor

1) The Contractor may, at its discretion, terminate or not renew this Contract with respect to SMHS, DMC, and/or DMC-ODS services (as applicable).

2) If, with respect to SMHS, DMC, and/or DMC-ODS services (as applicable), the Contractor terminates or does not renew its Contract, or is unable to meet the standards set by the Department, the Contractor shall deliver written notice of the termination, nonrenewal or failure to meet standards to the Department at least 180 calendar days prior to the effective date of termination or Contract expiration. (9 C.C.R. § 1810.323(a).)

C. Contract Termination or Nonrenewal by the Department

1) The Department may terminate this Contract in accordance with the timelines specified in Welfare and Institutions Code sections 14197.7, 14714 (hereafter W&I) and Cal. Code Regs., tit. 9, section 1810.323. Specifically:

i. The Department will immediately terminate this Contract if the Department finds that there is an immediate threat to the health and safety of Medi-Cal members. (W.&I. Code §§ 14714(d); 14197.7.)

ii. Upon at least 60 calendar days' written notice, DHCS shall terminate this Contract if the United States Secretary of Health and Human Services has determined the Contractor

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does not meet the federal requirements for participation in the Medicaid program. (W&I Code § 14197.7(i))

iii. Upon at least 90 calendar days' written notice, DHCS may cancel or terminate this Contract if DHCS finds that Contractor fails to comply with Contract requirements, state or federal law or regulations, or the state plan or approved waivers, or for other good cause. (W.&I. Code § 14197.7(a).) Good cause includes, but is not limited to:

a. A finding of deficiency that results in improper denial or delay in the delivery of health care services, potential endangerment to patient care, disruption in the Contractor's provider network, failure to approve continuity of care, that claims accrued or to accrue have not or will not be recompensed, or a delay in required Contractor reporting to the department. (W&I Code § 14197.7(a))

b. A failure of the Contractor, or its subcontractors or contracted providers, to comply with W&I Code sections 14124.24 or 14184.100 et seq., or BHIN 24-001.

iv. Upon at least 180 calendar days' written notice, DHCS may terminate this Contract for any reason.

2) Contract termination or cancellation shall be effective as of the date indicated in DHCS' notification to the Contractor, unless Contractor appeals the termination, or termination is immediate pursuant to Exhibit E, Section 2.C.1.i. The notice shall identify any final performance, invoicing, or payment requirements.

3) Contractor may appeal Contract termination pursuant to W&I Code section 14197.7(c)(1) or for termination of Contracts for SMHS, section 14714(d).

D. Termination of Contractor's Obligations Following Contract Non-Renewal or Termination

1) The provisions of subsection D apply regardless of whether the Contract is terminated or not renewed, and regardless of whether the termination or non-renewal is initiated by Contractor or by the Department.

i. {All Integrated Contracts (DMC and DMC-ODS)} Prior to January 1, 2027, in lieu of pursuing the termination

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procedures in this section, the Department may permit Contractor to transition from an integrated Medi-Cal behavioral health contract to separate contracts for SMHS and/or DMC/DMC-ODS services (as applicable), only if the Department concludes that Contractor meets all applicable requirements for those contracts.

2) All obligations to provide covered services under this Contract shall automatically terminate on the effective date of any termination of this Contract. The Contractor shall be responsible for providing covered services to members until the termination or expiration of the Contract and shall remain liable for the processing and payment of invoices and statements for covered services provided to members prior to such expiration or termination.

3) If this Contract is terminated or not renewed , the Department shall ensure that SMHS and/or DMC services are provided to Medi-Cal members, in accordance with Welf. & Inst. Code sections 14712 (SMHS) and/or 14124.21 (DMC). The Department shall divert county funds pursuant to W& I Code sections 14712(d), 14714(b), and 14124.21(c), as applicable, and Government Code section 30027.10, as necessary to provide SMHS and/or DMC services (as applicable) in the Contractor's services area.

   i. {DMC-ODS Only} Subsection 3 above does not apply if the Contractor opts to provide DMC services following the termination of its DMC-ODS Contract.

4) Transfer of Records; Continuity of Care

   i. In the event this Contract is nullified, terminated, or not renewed, the Contractor shall deliver its entire fiscal and program records pertaining to the performance of this Contract to DHCS, which will retain the records for the required retention period.

   ii. Prior to the termination of this Contract and upon request by the Department, Contractor shall assist the State in the orderly transfer of members' health care. In doing this, the Contractor shall make available to the Department copies of medical records, patient files, and any other pertinent information, including information maintained by any subcontractor or contracted provider, necessary for efficient member case management, as determined by the Department.

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iii. The preceding sections i and ii shall not apply with respect to the Contractor's behavioral health program operations if:

a. The Contractor will continue providing covered services or arrange for provision of covered services under a new agreement with the Department with substantially similar requirements, as determined by the Department;

b. {DMC-ODS only} Or, the Contractor immediately begins providing DMC services to members in accordance with the State Plan upon termination of this Contract; provided, however, that subsections i and ii above shall apply if the Contractor or the Department, in accordance with W&I Code section 14124.21, decide that the Contractor shall not provide DMC services.

5) The Department shall notify members of their Medi-Cal behavioral health benefits and options available upon termination or expiration of this Contract.

3. Contract Disputes

Should a dispute arise between the Contractor and the Department relating to performance under this Contract, the Contractor shall follow the Dispute Resolution Processes for compliance reviews and sanctions outlined in W&I Code section 14197.7, BHIN 23-006, BHIN 23-044, and any subsequent guidance issued by the Department, except for disputes governed by a different dispute resolution process under applicable law.

4. Fulfillment of Obligation

A. All Attachments and Sections within Exhibit E apply to the delivery of all covered services under this contract. The presence of a citation that applies to only one delivery system does not limit application of the corresponding requirements to only that delivery system, except as expressly otherwise indicated in this Exhibit.

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

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right to invoke any remedy available under this Contract, or under law, notwithstanding such forbearance or indulgence.

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

5. Additional Provisions

A. Inspection Rights/Record Keeping Requirements

1) Exhibit D(F), Provision 7 (Audit and Record Retention), which is attached hereto as part of this Contract, supplements the following requirements.

2) The following obligations apply for 10 years from the term end date of this Contract, or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. The Contractor, and subcontractors and contracted providers, shall:

i. Allow the Department, CMS, the Office of the Inspector General, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's, and subcontractors', performance under this Contract, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time. (See 42 C.F.R. §§ 438.3(h) and 438.230(c)(3)(i-iii)).

ii. Retain all records and documents originated or prepared pursuant to the Contractor's or subcontractor's performance under this Contract, including member grievance and appeal records identified in Exhibit A, Attachment 12, Section 2 and the data, information and documentation specified in (or that demonstrates compliance with) 42 C.F.R. §§ 438.604, 438.606, 438.608, and 438.610, as applicable. (42 C.F.R. § 438.3(u); see also § 438.3(h)).

3) "Records and documents" include but are not limited to all physical and electronic records and documents originated or prepared

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pursuant to the Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, member records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for members.

B. Notices

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

Department of Health Care Services Medi-Cal Behavioral Health Division 1501 Capitol Avenue, MS 2702 Sacramento, CA 95814	County of Inyo HHS - Behavioral Health 1360 N. Main Street, Suite 111 Bishop, CA 93514

C. Nondiscrimination

1) Consistent with the requirements of applicable federal law, such as 42 C.F.R. § 438.3(d)(3) and (4), and state law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of members, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on any ground protected under federal or state law, including sex, race, color, gender, gender identity, religion, marital status, national origin, ethnic group identification, ancestry, age, sexual orientation, medical condition, genetic information, or mental or physical handicap or disability. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(3-4); 45 C.F.R. § 92.2; Government Code § 11135(a); W&I Code § 14727(a)(3)).

2) The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), prohibiting exclusion, denial of benefits, and discrimination against qualified individuals with a disability in any federally assisted programs or activities, and shall comply with the implementing regulations in 45 C.F.R. Parts 84 and 85, as applicable.

3) The Contractor shall include the nondiscrimination and compliance provisions of this Contract in all subcontracts and provider contracts to perform work under this Contract.

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4) Noncompliance with the nondiscrimination requirements in this subsection C shall constitute grounds for state to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

D. Relationship of the Parties

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

E. [Reserved]

F. Freeze Exemptions

1) If Contractor adopts a hiring freeze during the term of this Contract, such hiring freeze shall not be applied to the positions funded, in whole or in part, by this Contract.

2) Contractor shall not implement any personnel policy, which may adversely affect the performance of this Contract, or the positions funded, in whole or in part, by this Contract.

3) If Contractor adopts a travel freeze or travel limitation policy during the term of this Contract, such policy shall not restrict travel funded, in whole or in part, by this Contract.

4) If Contractor adopts a purchasing freeze or purchase limitation policy during the term of this Contract, such policy shall not restrict or limit purchases funded, in whole or in part, by this Contract.

G. Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but not be limited to acts of God, fire, flood, earthquake, other

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natural disaster, nuclear accident, strike, lockout, riot, freight-embargo, related-utility, or governmental statutes or regulations super-imposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor or contracted provider, and if such default arises out of causes beyond the control of both the Contractor and subcontractor or contracted provider, and without the fault or negligence of either of them, the Department shall not sanction the Contractor because of such delay or failure. In the event of such acts, the Contractor shall take reasonable steps to perform under this Contract.

H. Participation in the County Behavioral Health Director's Association of California

1) The Contractor's County Administrator or designee shall participate and represent the county in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for SUD services.

2) The Contractor's County Administrator or designee shall attend any special meetings called by the Director of DHCS.

6. Duties of the State

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

A. Payment for Services

The Department shall make the appropriate payments set forth in Exhibit B and take all appropriate steps to secure and pay FFP to the Contractor, once the Department receives FFP, for claims submitted by the Contractor.

B. Reviews

1) The Department shall conduct compliance reviews including but not limited to reviews of access and quality of care in the Contractor's county, at least once every three years. (9 C.C.R. § 1810.380, subdivision (a); W&I Code § 14197.7; 42 C.F.R. § 438.66; BHIN 23-044.)

2) {SMHS and DMC-ODS only} The Department shall also arrange for an annual external quality review of the Contractor. (42 C.F.R. § 438.350; and 9 C.C.R. section 1810.380, subd. (a)(7).)

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C. Monitoring for Compliance; Corrective Action; Sanctions

1) Monitoring criteria shall include, but not be limited to:

i. Whether the quality of work or services being performed conforms to Exhibit A.

ii. Whether the Contractor has established and is monitoring appropriate quality standards.

iii. Whether the Contractor is abiding by all the terms and requirements of this Contract.

2) During the review, the Department shall review the status of the Quality Improvement Plan, as described in Exhibit A, Attachment 5 and the Contractor's monitoring activities.

i. This review shall include the Contractor's service delivery system, member protections, access to services, authorization for services, compliance with regulatory and contractual requirements of the waiver, and a member records review.

ii. This review shall provide DHCS with information as to whether the Contractor is complying with its responsibility to monitor service delivery capacity.

3) When monitoring activities identify areas of non-compliance, the Department shall issue a report to the Contractor detailing findings of the review and recommendations. (9 C.C.R. § 1810.380, subd. (a); W&I Code § 14197.7; 42 C.F.R. § 438.66; BHIN 23-044; BHIN 23-006).

i. If the Department determines that the Contractor has failed to comply with any applicable requirements, the Department may:

a. Engage the Contractor to determine if there are challenges that can be addressed with facilitation and technical assistance; and/or

b. Request a corrective action plan (CAP) from the Contractor to address those deficiencies within 60 days or such other timeframe as may be specified by the Department. The Contractor shall submit a CAP to the Department within the timeframe required by the Department.

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ii. The Contractor's CAP shall:

a. Be documented on the DHCS CAP template.

b. Provide a specific description of how the deficiency shall be corrected.

c. Identify the title of the individual(s) responsible for:

d. Correcting the deficiency; and

e. Ensuring on-going compliance.

f. Provide a specific description of how the provider will ensure on-going compliance.

g. Specify the target date of implementation of the corrective action.

iii. The Department shall provide written acknowledgement of the CAP to the Contractor. If the Contractor does not address all of the deficiencies in the CAP submitted by the Contractor, the Department shall provide guidance on the deficient areas in the CAP acknowledgement letter and request an updated CAP from the Contractor.

iv. If the Contractor fails to submit a CAP or if the Contractor does not implement the approved CAP provisions within the designated timeline, then the Department may withhold funds or issue monetary sanctions until the Contractor is in compliance, terminate this Contract for cause, remove the Contractor from the DMC-ODS Waiver (if applicable), or take any other actions it deems necessary to resolve the Contractor's deficiencies. The Department shall inform the Contractor 30 calendar days in advance of when funds will be withheld.

4) The Department may impose administrative and monetary sanctions, including the temporary withhold of federal financial participation and realignment payments, on the Contractor for any of the following in accordance with W&I Code section 14197.7; BHINs 22-045, 23-006, and 24-044; and other guidance issued by the Department pursuant to W&I Code section 14197.7, subdivision (r):

i. violations of the terms of this Contract, applicable federal and state law and regulations, the Medi-Cal state plan, or approved waivers;

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ii. failure to comply with the requirements of a CAP; or

iii. for other good cause.

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

D. {SMHS only} Certification of Organizational Provider Sites Owned or Operated by the Contractor

1) The Department shall certify the organizational provider sites that are owned, leased or operated by the Contractor, in accordance with 9 C.C.R. section 1810.435, and the requirements specified in Exhibit A, Attachment 8, Section 8. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this Contract at these sites and once every three years after that date, unless the Department determines an earlier date is necessary. The on-site review required by 9 C.C.R. section 1810.435, subdivision (e), shall be conducted of any site owned, leased, or operated by the Contractor and used to deliver covered services to members, except that on-site review is not required for public school or satellite sites.

2) The Department may allow the Contractor to begin delivering covered services to members at a site subject to on-site review by the Department prior to the date of the on-site review, provided the site is operational and has all required fire clearances. The earliest date the Contractor may begin delivering covered services at a site subject to on site review by the Department is the date the Contractor requested certification of the site in accordance with procedures established by the Department, the date the site was operational, or the date a required fire clearance was obtained, whichever date is latest.

3) The Department may allow the Contractor to continue delivering covered services to members at a site subject to on-site review by the Department as part of the recertification process prior to the date of the on-site review, provided the site is operational and has all required fire clearances.

4) Nothing in this section precludes the Department from establishing procedures for issuance of separate provider identification numbers for each of the organizational provider sites operated by the

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Contractor to facilitate the claiming of FFP by the Contractor and the Department's tracking of that information.

E. Excluded Providers

1) The Department shall review the ownership and control disclosures submitted by the Contractor, and any subcontractors as required in 42 C.F.R. section 438.608(c).

2) Consistent with the requirements in 42 C.F.R. section 455.436, the Department shall confirm the identity and determine the exclusion status of the Contractor, any subcontractor, as well as any person with an ownership or control interest, or who is an agent or managing employee of the Contractor through routine checks of Federal databases.

3) If the Department finds a party that is excluded, it shall promptly notify the Contractor and take action consistent with 42 C.F.R. section 438.610(d).

F. Performance Measurement

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

G. Website Transparency

The Department shall post on its website the documents and reports described in 42 C.F.R. sections 438.10(c)(3) and 438.602(g).

H. Member Support System (42 C.F.R. § 438.71(a) & (b)(1)(ii).)

The Department shall develop and implement a member support system, which must perform outreach to members and/or authorized representatives and be accessible in multiple ways including phone, Internet, in-person, and via auxiliary aids and services when requested.

7. State and Federal Law Governing this Contract

A. The Contractor/Subrecipient Designation: the Contractor is considered a contractor subject to 2 C.F.R part 200 (45 C.F.R. part 75).

B. The Contractor agrees to comply with all applicable federal and state law, including but not limited to the statutes and regulations incorporated by reference below, any applicable federal and state laws that pertain to member rights, and applicable sections of the State Plan, applicable

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federal waivers, and applicable Behavioral Health Information Notices (BHINs) in its provision of covered services.

1) The Contractor agrees to comply with any changes to these statutes and regulations, State Plan, federal waivers, and BHINs that occur during the Contract period. The Contractor shall also comply with any newly applicable statutes, regulations, State Plan Amendments, federal waivers, and BHINs that become effective during the Contract period. These obligations shall apply without the need for a Contract amendment(s). If the parties amend the affected provisions to conform to the changes in law, the amendment shall be retroactive to the effective date of such changes in law.

2) To the extent there is a conflict between the terms of this Contract and any federal or state statute or regulation, the State Plan, federal waivers, or BHIN, the Contractor shall comply with the federal or state statute or regulation, the State Plan, federal waiver, or BHIN and the conflicting Contract provision shall no longer be in effect.

3) The parties agree that the terms of this Contract are severable and in the event that changes in law render provisions of the Contract void, the unaffected provisions and obligations of this Contract will remain in full force and effect.

C. The Contractor agrees to comply with all existing policy letters issued by the Department. All policy letters issued by the Department subsequent to the effective date of this Contract shall provide clarification of the Contractor's obligations pursuant to this Contract, and may include instructions to the Contractor regarding implementation of mandated obligations pursuant to state or federal statutes or regulations, or pursuant to judicial interpretation.

D. Federal Laws Governing this Contract. This section reminds Contractor of the need to comply with federal laws to the extent they are applicable, including but not limited to:

1) Title 42 United States Code;

2) Title 42 of the Code of Federal Regulations, including:

i. 42 C.F.R. Part 438, Medicaid Managed Care, limited to those provisions that apply to Prepaid Inpatient Health Plans (PIHPs), except for the provisions that are inapplicable to this Contract pursuant to the current CalAIM 1915(b) Waiver Approved Application (see Section A, Part I.A).

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ii. 42 C.F.R. § 455.

iii. 42 C.F.R. §§ 8.1 through 8.6, regarding MAT.

iv. 42 C.F.R. Part 2.

3) [Reserved];

4) 21 C.F.R. §§ 1301.01 through 1301.93, Department of Justice, Controlled Substances;

5) Title VI of the Civil Rights Act of 1964;

6) Title VII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

7) Title IX of the Education Amendments of 1972;

8) Age Discrimination Act of 1975;

9) Age Discrimination in Employment Act (29 CFR Part 1625).

10) Rehabilitation Act of 1973;

11) Americans with Disabilities Act;

12) Section 1557 of the Patient Protection and Affordable Care Act, including the implementing regulations at 45 C.F.R. Part 92;

13) Deficit Reduction Act of 2005;

14) Balanced Budget Act of 1997;

15) Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. For full text of the award term, go to: http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim.

16) The provisions of the Hatch Act (Title 5 USC, sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

17) Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

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18) Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

19) The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

20) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

21) The Copeland Anti-Kickback Act, which requires that all contracts and subcontracts in excess of $2000 for construction or repair awarded by the Contractor and its subcontractors shall include a provision for compliance with the Copeland Anti-Kickback Act.

22) The Davis-Bacon Act, as amended, which provides that, when required by Federal Medicaid program legislation, all construction contracts awarded by the Contractor and its subcontractors of more than $2,000 shall include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations.

23) The Contract Work Hours and Safety Standards Act, as applicable, which requires that all subcontracts awarded by the Contractor in excess of $2,000 for construction and in excess of $2,500 for other subcontracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards Act.

E. Pursuant to W&I Code section 14704, a regulation or order concerning Medi-Cal SMHS adopted by the State Department of Mental Health pursuant to W&I Code, division 5 (commencing with Section 5000), as in effect preceding the effective date of section 14704, shall remain in effect and shall be fully enforceable, unless and until the readoption, amendment, or repeal of the regulation or order by the Department, or until it expires by its own terms. Such a regulation or order may also be superseded by information notice.

F. State Laws Governing this Contract. This section reminds Contractor of the need to comply with state laws to the extent they are applicable, including but not limited to:

1) W&I Code, division 5

2) W&I Code section 14000 et seq., including:

i. Sections 14021, 14021.5, 14021.6

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ii. Sections 14043 et seq.

iii. Sections 14059.5, 14184.402, and 14184.403

iv. Section 14100.2

v. Sections 14680-14685.1

vi. Sections 14700-14727

3) Chapter 7, Part 3, Division 9, W&I Code, division 9, part 3, chapter 7

4) Health and Safety Code, division 10.5, part 2, commencing with section 11760.

5) Government Code section 16367.8.

6) Title 2, Division 3, Article 9.5 of the Gov. Code, commencing with Section 11135.

7) Cal. Code Regs., tit. 9, including:

i. Division 4, chapter 6, commencing with section 10800.

ii. Division 4, chapter 8, commencing with § 13000 (Certification of Alcohol and Other Drug Counselors).

iii. Sections 1810.100 et. seq. – Medi-Cal Specialty Mental Health Services, except for those regulations that are superseded by BHINs.

iv. Sections 9000-14240

8) Cal. Code Regs., tit. 22, including:

i. Sections 50951 and 50953

ii. Sections 51014.1 and 51014

iii. Sections 51341.1, 51490.1 and 51516.1 (with the exception of the provisions superseded by W&I Code, division 9, part 3, chapter 7, article 5.51, as set forth in this contract and/or BHINs related to medical necessity, documentation requirements, and payment reform)

9) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).

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10) Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, Div. 4 § 7285.0 et seq.).

G. No state funds, Federal funds, or mental health or substance use disorder realignment funds (e.g., Behavioral Health Subaccount of the Local Revenue Fund 2011, Mental Health Subaccount of the Local Revenue Fund) shall be used by the Contractor, or its subcontractors or contracted providers, for sectarian worship, instruction, and/or proselytization. No state funds shall be used by the Contractor, or its subcontractors or contracted providers, to provide direct, immediate, or substantial support to any religious activity.

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Exhibit E – Attachment 1
GENERAL DEFINITIONS

Exhibit E defines the terms used in this Contract. The following definitions shall apply, but, in the event of a conflict: Exhibit E shall take precedence over state regulations; and the Medi-Cal state plan and Department guidance shall take precedence over both Exhibit E and state regulations. 42 C.F.R. Part 438, Cal. Code Regs., tit. 9, sections 1810.100-1850.535 and 9000 *et seq.,* Cal. Code Regs., tit. 22, sections 51341, 51490.1 & 51516.1; and H&S Code section 11750 *et seq.*

1. "Advance Directives" means a written instruction, such as a living will or durable power of attorney for health care, recognized under State law (whether statutory or as recognized by the courts of the State), relating to the provision of the health care when the individual is incapacitated.

2. "Abuse" means provider practices that are inconsistent with sound, fiscal, business, or medical practices, and result in an unnecessary cost to the Medi-Cal program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care. It also includes member practices that result in unnecessary cost to the Medi-Cal program. (See 42 C.F.R. §§ 438.2, 455.2)

3. "Adolescents" means members under age 21.

4. "Adult" means members 21 years of age or over.

5. "Alcohol or other Drug (AOD) Counselor" means: 1) either certified or registered by an organization that is recognized by the Department of Health Care Services and accredited with the National Commission for Certifying Agencies (NCCA); and 2) meets all California State education, training, and work experience requirements set forth in the Counselor Certification Regulations, 9 C.C.R., division 4, chapter 8.

6. "American Indian/Alaska Native (AI/AN)" means any person defined in Title 25 United States Code sections 1603(13), 1603(28), or section 1679(a), or who has been determined eligible as an Indian under 42 C.F.R. section 136.12.

7. "Ancillary Service" means to include individualized connection, referral, and linkages to community-based services and supports.

8. "Appeal" means a review by the Contractor of an adverse benefit determination or a denial to expedite an authorization decision.

9. "Available Capacity" means the total number of units of service (bed days, hours, slots, etc.) that a Contractor actually makes available in the current fiscal year.

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10. "ASAM Criteria" means the comprehensive set of guidelines developed by the American Society of Addiction Medicine for placement, continued stay, transfer, or discharge of patients with addiction and co-occurring conditions.

11. "Calendar Week" means the seven-day period from Sunday through Saturday.

12. "Complaint" means requesting to have a problem solved or have a decision changed because the individual is not satisfied. Depending on the circumstances, a complaint may also qualify as a grievance or an appeal.

13. "Contractor" means the Contractor named in this Intergovernmental Agreement.

14. "Contracted Provider" means:

    A. For SMHS and DMC-ODS programs (if applicable to Contractor): All network providers (including providers owned or operated by Contractor), and any out-of-network providers with whom Contractor contracts for the delivery of covered services to members.

    B. For DMC programs (if applicable to Contractor): A DMC-certified provider (including a provider owned or operated by Contractor) that has entered into an agreement with the Contractor to be a provider of covered services.

15. "Corrective Action Plan (CAP)" means the written plan of action which the Contractor or its contracted provider develops and submits to DHCS to address or correct a deficiency or process that is non-compliant with applicable standards.

16. "County of Responsibility" means the county that is financially responsible for the behavioral health needs and services of a given member.

17. "Covered Services" refer to:

    A. SMHS, as enumerated in Exhibit A, Attachment 2A and further defined in Exhibit E, Attachment 2; and either

    B. DMC-ODS services, as enumerated in Exhibit A, Attachment 2C and further defined in Exhibit E, Attachment 3, as applicable to this Contract; or

    C. DMC services, as enumerated in Exhibit A, Attachment 2E and further defined in Exhibit E, Attachment 3, as applicable to this Contract.

18. "Days" means calendar days, unless otherwise specified.

19. "Dedicated Capacity" means the historically calculated service capacity, by modality, adjusted for the projected expansion or reduction in services, which the

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Contractor agrees to make available to provide SUD services to persons eligible for Contractor services.

20. "Department" means the California Department of Health Care Services (DHCS).

21. "Direct Provider Contract" means a contract established between DHCS and a DMC enrolled provider entered into pursuant to this Contract for the provision of DMC services.

22. "Director" means the Director of DHCS.

23. "Discrimination Grievance" means a complaint concerning the unlawful discrimination on the basis of any characteristic protected under federal or state law, including sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.

24. "DMC-Certified Provider" means a substance use disorder clinic location that has received certification to be reimbursed as a DMC clinic by the state to provide services as described in 22 C.C.R. section 51341.1.

25. "DMC Re-certification" means the process by which the DMC-certified clinic is required to submit an application and specified documentation, as determined by DHCS, to remain eligible to participate in and be reimbursed through the DMC program. Re-certification shall occur no less than every five years from the date of previous DMC certification or re-certification.

26. "DMC Termination of Certification" means the provider is no longer certified to participate in the Drug Medi-Cal program upon the state's issuance of a DMC certification termination notice.

27. "DMC Temporary Suspension" means the provider is temporarily suspended from participating in the DMC program pursuant to W&I Code section 14043.36, subdivision (a). The provider cannot bill for DMC services from the effective date of the temporary suspension.

28. "Drug Medi-Cal Organized Delivery System (DMC-ODS)" is a Medi-Cal SUD delivery system to provide SUD treatment services to members in counties that choose to opt into and implement the program.

29. "Drug Medi-Cal (DMC) Program" means the state system wherein members receive covered services from DMC-certified substance use disorder treatment providers.

30. "Early and Periodic Screening, Diagnosis, and Treatment (EPSDT)" means the federal mandate under Section 1905(r) of the Act, which requires the Contractor to ensure that all members under age 21 receive all applicable mental health or

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SUD services needed to correct or ameliorate health conditions that are coverable under Section 1905(a) of the Act. Consistent with federal guidance, services need not be curative or completely restorative to ameliorate a health condition. Services that sustain, support, improve, or make more tolerable a health condition are considered to ameliorate the condition and are thus covered as EPSDT services.

31. "Education and Job Skills" means linkages to life skills, employment services, job training, and education services.

32. "Emergency" means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in the following:

    A. Placing the health of the individual (or, for a pregnant member, the health of the member or their unborn child) in serious jeopardy;

    B. Serious impairment to bodily functions;

    C. Serious dysfunction of any bodily organ or part; or

    D. Death.

33. "Excluded Services" means services that are not covered under this Contract.

34. "Expanded Substance Use Disorder Treatment Services" means services listed in Supplement 3 to Attachment 3.1-A of the California Medi-Cal State Plan.

35. "Face-to-Face" means a service occurring in person.

36. "Federal Financial Participation (FFP)" means the share of federal Medicaid funds for reimbursement of covered services.

37. "Fraud" means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to self or some other person. It includes an act that constitutes fraud under applicable State and Federal law. (42 C.F.R. §§ 438.2, 455.2)

38. "Grievance" means an expression of dissatisfaction about any matter other than an adverse benefit determination or an appeal of a denial to expedite an authorization decision. Grievances may include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the member's rights regardless of whether remedial action is requested. (42 C.F.R. § 438.400)

39. "Grievance and Appeal System" means the processes the Contractor implements to handle appeals of an adverse benefit determination and grievances, as well as

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the processes to collect and track information about them, as described in Exhibit A, Attachment 12.

40. "Hospitalization" means a supervised recovery period in a facility that provides hospital inpatient care.

41. "Habilitative services and devices" help a person keep, learn, or improve skills and functioning for daily living. (45 C.F.R. § 156.115(a)(5)(i))

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

43. Indian Health Care Provider (IHCP) means a health care program operated by the IHS ("IHS facility"), an Indian Tribe, a Tribal Organization, or Urban Indian Organization (otherwise known as an I/T/U) as those terms are defined in section 4 of the Indian Health Care Improvement Act. (25 U.S.C. § 1603; 42 C.F.R. § 438.14(a)).

44. "Indian Health Service (IHS) facilities" means facilities and/or health care programs administered and staffed by the federal Indian Health Service.

45. "Involvement in child welfare" means the member has an open child welfare services case, or the member is determined by a child welfare services agency to be at imminent risk of entering foster care but able to safely remain in their home or kinship placement with the provision of services under a prevention plan, or the member is a child whose adoption or guardianship occurred through the child welfare system. A child has an open child welfare services case if: a) the child is in foster care or in out of home care, including both court-ordered and by voluntary agreement; or b) the child has a family maintenance case (pre-placement or post-reunification), including both court-ordered and by voluntary

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agreement. A child can have involvement in child welfare whether the child remains in the home or is placed out of the home.

46. "Juvenile justice involvement" means the member (1) has ever been detained or committed to a juvenile justice facility, or (2) is currently under supervision by the juvenile delinquency court and/or a juvenile probation agency. Members who have ever been in custody and held involuntarily through operation of law enforcement authorities in a juvenile justice facility, including youth correctional institutions, juvenile detention facilities, juvenile justice centers, and other settings such as boot camps, ranches, and forestry/conservation camps, are included in the "juvenile justice involvement" definition. Members on probation, who have been released home or detained/placed in foster care pending or post-adjudication, under probation or court supervision, participating in juvenile drug court or other diversion programs, and who are otherwise under supervision by the juvenile delinquency court and/or a juvenile probation agency also meet the "juvenile justice involvement" criteria.

47. "Licensed Practitioners of the Healing Arts (LPHA)" includes any of the following: licensed physicians, licensed psychologists (including waivered psychologists), licensed clinical social workers (including waivered or registered clinical social workers), licensed professional clinical counselors (including waivered or registered professional clinical counselors), licensed marriage and family therapists (including waivered or registered marriage and family therapists), registered nurses (including certified nurse specialists and nurse practitioners), licensed vocational nurses, licensed psychiatric technicians, and licensed occupational therapists.

48. "Managed Care Program" means a managed care delivery system operated by a state as authorized under sections 1915(a), 1915(b), 1932(a), or 1115(a) of the Social Security Act.

49. "Medically necessary" or "medical necessity" has the same meaning as set forth in W&I Code sections 14059.5 and 14184.402 and any related guidance issued by the Department.

    A. For members 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain.

    B. For members under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the EPSDT standard set forth in Section 1396d(r)(5) of Title 42 of the United States Code, including if the service is necessary to correct or ameliorate mental health conditions and SUDs, as described above under the definition of ESPDT.

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50. "Member" means a Medi-Cal recipient who is eligible to receive services from the Contractor.

51. "Modality" means those necessary overall general service activities to provide substance use disorder services as described in Health and Safety Code, division 10.5.

52. A "Network Provider" means a provider or group of providers, including a provider owned or operated by Contractor, that has a network provider agreement with Contractor or a subcontractor, and receives Medicaid funding directly or indirectly to order, refer or render covered SMHS and/or DMC-ODS services under this Contract (as applicable to Contractor). A network provider is not a subcontractor by virtue of the network provider agreement. (42 C.F.R. § 438.2) (The term "network provider" is not applicable to DMC programs.)

53. "Out-of-network provider" means, for purposes of SMHS and DMC-ODS programs, a provider or group of providers that does not have a network provider agreement with Contractor or with a subcontractor. A provider may be "out of network" for one behavioral health managed care program, but in the network of another behavioral health managed care program. (The term "out-of-network provider" is not applicable to DMC programs.)

54. "Out-of-plan provider" has the same meaning as out-of-network provider.

55. "Overpayment" means any payment made by Contractor to a subcontractor or contracted provider to which the subcontractor or contracted provider is not entitled under Title XIX of the Act, or any payment to Contractor by the Department to which Contractor is not entitled under Title XIX of the Act. (42 C.F.R. § 438.2)

56. "Payment Suspension" means a DMC-certified provider has been issued a notice pursuant to W&I Code section 14107.11 and is not authorized to receive payments after the payment suspension date for DMC services, regardless of when the service was provided.

57. "Peer Support Specialist" means an individual with a current State-approved Medi-Cal Peer Support Specialist Certification Program certification who meets ongoing education requirements and provides services under the direction of a Behavioral Health Professional. (State Plan, Supplement 3 to Attachment 3.1-A, page 2j [TN 22-0026].)

58. "Performance" means providing the dedicated capacity for covered services, and more generally, abiding by the terms of Exhibit A and all applicable state and federal statutes, regulations, and standards in expending funds for the provision of covered services under this Contract.

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59. "Physician Incentive Plans" mean any compensation arrangement to pay a physician or physician group that may directly or indirectly have the effect of reducing or limiting the services provided to any plan enrollee.

60. "Physician services" means services provided by an individual licensed under state law to practice medicine.

61. "PIHP" means Prepaid Inpatient Health Plan. A Prepaid Inpatient Health Plan is an entity that:

    A. Provides medical services to members under contract with the Department, and on the basis of prepaid capitation payments, or other payment arrangement that does not use state plan rates;

    B. Provides, arranges for, or otherwise has responsibility for the provision of any inpatient hospital or institutional services for its members; and

    C. Does not have a comprehensive risk contract. (42 C.F.R. § 438.2)

62. "Postpartum" as defined for DMC purposes, means the 60-day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility for perinatal services shall end on the last day of the calendar month in which the 60th day occurs.

63. "Postservice Postpayment (PSPP) Utilization Review" means the review for DMC/DMC-ODS program compliance conducted by the state after service was rendered and paid. The Department may recover prior payments of Federal and state funds if such a review determines that the services did not comply with the applicable statutes, regulations, or terms as specified in this Contract.

64. "Postservice Prepayment Utilization Review" means the review for DMC/DMC-ODS program compliance and or integrity conducted by DHCS. DHCS will provide technical assistance for areas identified that did not comply with the applicable statutes, regulations, or standards (Cal. Code Regs., tit. 22, § 51159(b)).

65. "Prior authorization" means a formal process requiring a provider to obtain advance approval for the amount, duration, and scope of covered services.

66. "Primary Care" means all health care services and laboratory services customarily furnished by or through a general practitioner, family physician, internal medicine physician, obstetrician/gynecologist, pediatrician, or other licensed practitioner as authorized by the State Medicaid program, to the extent the furnishing of those services is legally authorized in the state in which the practitioner furnishes them.

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67. "Primary care provider" means a person responsible for supervising, coordinating, and providing initial and primary care to patients, for initiating referrals, and for maintaining the continuity of patient care. A primary care provider may be a primary care physician or non-physician medical practitioner.

68. "Prescription drugs" means simple substances or mixtures of substances prescribed for the cure, mitigation, or prevention of disease, or for health maintenance that are:

    A. Prescribed by a physician or other licensed practitioner of the healing arts within the scope of professional practice as defined and limited by Federal and State law;

    B. Dispensed by licensed pharmacists and licensed authorized practitioners in accordance with the State Medical Practice Act; and

    C. Dispensed by the licensed pharmacist or practitioner on a written prescription that is recorded and maintained in the pharmacist's or practitioner's records.

69. "Provider" means any individual or entity that is engaged in the delivery of services, or ordering or referring for those services, and is licensed or certified to do so, including providers employed, owned, or operated by the Contractor. (42 C.F.R. 438.2)

70. "Utilization Review/Quality Assessment (UR/QA)" activities are reviews of physicians, health care practitioners and providers of health care services in the provision of health care services and items for which payment may be made to determine whether:

    A. Such services are or were reasonable and medically necessary and whether such services and items are allowable; and

    B. The quality of such services meets professionally recognized standards of health care.

71. "Rehabilitation Services" includes any medical or remedial services recommended by a physician or other licensed practitioner of the healing arts, within the scope of their practice under state law, for maximum reduction of physical or mental disability and restoration of a member to their best possible functional level.

72. "Relapse" means a single instance of a member's substance use or a member's return to a pattern of substance use.

73. "Relapse Trigger" means an event, circumstance, place or person that puts a member at risk of relapse.

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74. "Revenue" means Contractor's income from sources other than the state allocation.

75. "Safeguarding medications" means facilities will store all resident medication and facility staff members may assist with resident's self-administration of medication.

76. "Satellite site" means a site owned, leased or operated by an organizational provider at which SMHS are delivered to members fewer than 20 hours per week, or, if located at a multiagency site at which SMHS are delivered by no more than two employees or contractors of the provider.

77. "Service Area" means the geographical area under the Contractor's jurisdiction.

78. "Service Authorization Request" means a member's request for the provision of a service.

79. "Service Element" is the specific type of service performed within the more general service modalities.

80. "Short-Term Resident" means any member receiving residential SUD services; regardless of the length of stay. The member is considered a "short-term resident" of the residential facility in which they are receiving the services.

81. "Significant Change" means a change in the scope of covered services under this Contract, an increase or decrease in the amount or types of services that are available, an increase or decrease in the number of network providers, or any other change that would impact the benefits available through this Contract.

82. "State Hearing" means a hearing provided by the State to members pursuant to Cal. Code Regs., tit. 22, § 50951 and 50953 and Cal. Code Regs., tit. 9, § 1810.216.6. State Hearings shall comply with all applicable 42 CFR requirements.

83. "Subcontractor" means an individual or entity that has a contract with Contractor that relates directly or indirectly to the performance of the Contractor's obligations under this Contract. (42 C.F.R. § 438.2.) A contracted provider is not a subcontractor by virtue of its provider agreement to deliver covered services. Notwithstanding the foregoing, for purposes of Exhibit D(F) the term "subcontractor" shall include contracted providers.

84. "Substance Use Disorder Diagnoses" are those set forth in the Diagnostic and Statistical Manual of Mental Disorders Fifth Edition, published by the American Psychiatric Association.

85. "Substance Use Disorder Medical Director" has the same meaning as in 22 C.C.R. section 51000.24.4.

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86. "Support Groups" means linkages to self-help and support, spiritual and faith-based support.

87. "Support Plan" means a list of individuals and/or organizations that can provide support and assistance to a member to maintain sobriety.

88. "Telehealth" means contact with a member via synchronous audio and video by an LPHA, Peer Support Specialist, or registered or certified counselor and may be done in the community or the home.

89. "Telephone" means contact with a member via synchronous, real-time audio-only telecommunications systems.

90. "Therapy" means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction and restoration of functioning as a means to improve coping and adaptation and reduce functional impairments. Therapeutic intervention includes the application of cognitive, affective, verbal or nonverbal, strategies based on the principles of development, wellness, adjustment to impairment, recovery and resiliency to assist a member in acquiring greater personal, interpersonal and community functioning or to modify feelings, thought processes, conditions, attitudes or behaviors which are emotionally, intellectually, or socially ineffective. These interventions and techniques are specifically implemented in the context of a professional clinical relationship. Therapy may be delivered to a member or group of members and may include family therapy directed at improving the member's functioning and at which the member is present. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

91. "Threshold Language" means a language that has been identified as the primary language, as indicated on the Medi-Cal Eligibility System (MEDS), of 3,000 members or five percent of the member population, whichever is lower, in an identified geographic area.

92. "Transportation Services" means provision of or arrangement for transportation to and from medically necessary treatment.

93. "Treatment Planning" means a service activity to develop or update a member's course of treatment, documentation of the recommended course of treatment, and monitoring a member's progress. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

94. "Tribal 638 Providers" –means Federally recognized Tribes or Tribal organizations that contract or compact with IHS to plan, conduct and administer one or more individual programs, functions, services or activities under Public Law 93-638.

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A. A Tribal 638 provider enrolled in Medi-Cal as an Indian Health Services-Memorandum of Agreement (IHS-MOA) provider must appear on the "List of American Indian Health Program Providers" set forth in APL 17-020, Attachment 1 in order to qualify for reimbursement as a Tribal 638 Provider under BHIN 22-020.

B. A Tribal 638 provider enrolled in Medi-Cal as a Tribal Federally Qualified Health Center (FQHC) provider is governed by and must enroll in Medi-Cal consistent with the Tribal FQHC criteria established in the California State Plan, the Tribal FQHC section of the Medi-Cal provider manual, and APL 21-008. Tribal 638 providers enrolled in Medi-Cal as a Tribal FQHC must appear on the "List of Tribal Federally Qualified Health Center Providers," which is set forth on Attachment 2 to APL 21-008.

95. "Urban Indian Organizations (UIO)" – A Nonprofit corporate body situated in an urban center, governed by an urban Indian controlled board of directors, and providing for the maximum participation of all interested Indian groups and individuals, which body is capable of legally cooperating with other public and private entities for the purpose of performing the activities described in section 1653(a) of Title 25 of the Code of Federal Regulations.

96. "Urgent care" means a condition perceived by a member as serious, but not life threatening. A condition that disrupts normal activities of daily living and requires assessment by a health care provider and if necessary, treatment within 24-72 hours.

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1. "Assessment" means a service activity designed to collect information and evaluate the current status of a member's mental, emotional, or behavioral health to determine whether Rehabilitative Mental Health Services are medically necessary and to recommend or update a course of treatment for that member. Assessments shall be conducted and documented in accordance with applicable State and Federal statutes, regulations, and standards. (State Plan, Supplement 3 to Attachment 3.1-A, page 1 [TN 22-0023].)

2. "Adult Residential Treatment Services" are recovery focused rehabilitative services provided in a non-institutional, residential setting for members who would be at risk of hospitalization or other institutional placement if they were not in the residential treatment program. The service is available 24 hours a day, seven days a week and structured day and evening services are available all seven days. Adult residential treatment services must have a clearly established site for services although all services need not be delivered at that site and some service components may be delivered through telehealth or telephone. Services will not be claimable unless the member has been admitted to the program and there is face-to-face contact between the member and a treatment staff person of the facility on the day of the service. This service includes one or more of the following components: assessment, treatment planning, therapy, and psychosocial rehabilitation. (State Plan, Supplement 3 to Attachment 3.1-A, page 2f [TN 22-0023].)

3. "Community-Based Mobile Crisis Intervention Services (also referred to as "Mobile Crisis Services")" are services that provide rapid response, individual assessment and community-based stabilization to Medi-Cal members who are experiencing a behavioral health crisis. Mobile Crisis Services are designed to provide relief to members experiencing a behavioral health crisis, including through de-escalation and stabilization techniques; reduce the immediate risk of danger and subsequent harm; and avoid unnecessary emergency department care, psychiatric inpatient hospitalizations, and law enforcement involvement. Mobile Crisis Services include warm handoffs to appropriate settings and providers when the member requires additional stabilization and/or treatment services; coordination with and referrals to appropriate health, social and other services and supports, as needed, and short-term follow-up support to help ensure the crisis is resolved and the member is connected to ongoing care. Mobile Crisis Services are directed toward the member in crisis but may include contact with a family member(s) or other significant support collateral(s) if the purpose of the collateral's participation is to assist the member in addressing their behavioral health crisis and restoring the member to the highest possible functional level. Mobile crisis services are provided by a multidisciplinary mobile crisis team at the location where the member is experiencing the behavioral health crisis. Locations may include, but are not limited to, the member's home,

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school, or workplace, on the street, or where a member socializes. Mobile Crisis Services claimed under this option cannot be provided in hospitals or other facility settings. Mobile crisis services shall be available to members experiencing behavioral health crises 24 hours a day, 7 days a week, and 365 days a year.

4. "Crisis Intervention" is an unplanned, expedited service to or on behalf of, a member to address a condition that requires more timely response than a regularly scheduled visit. Crisis intervention is an emergency response service enabling a member to cope with a crisis, while assisting the member in regaining their status as a functioning community member. The goal of crisis intervention is to stabilize an immediate crisis within a community or clinical treatment setting. It may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. This service includes one or more of the following service components: assessment, therapy, and referral and linkages. Crisis Intervention services may either be face-to-face or by telephone or telehealth and may be provided in a clinic setting or anywhere in the community. (State Plan, Supplement 3 to Attachment 3.1-A, page 2d [TN 22-0023].)

5. "Crisis Residential Treatment Services" are therapeutic or rehabilitative services provided in a non-institutional residential setting which provides a structured program (short term-3 months or less) as an alternative to hospitalization for members experiencing an acute psychiatric episode or crisis who do not have medical complications requiring nursing care. This service is available 24 hours a day, seven days a week and structured day and evening services are available all seven days. Crisis residential treatment services must have a clearly established site for services although all services need not be delivered at that site and some service components may be delivered through telehealth or telephone. Services will not be claimable unless the member has been admitted to the program and there is face-to-face contact between the member and a treatment staff person of the facility on the day of the service. This service includes one or more of the following: assessment, treatment planning, therapy, psychosocial rehabilitation, and crisis intervention. (State Plan, Supplement 3 to Attachment 3.1-A, page 2g [TN 22-0023].)

6. "Crisis Stabilization" is an unplanned, expedited service lasting less than 24 hours, to or on behalf of, a member to address an urgent condition that requiring immediate attention that cannot be adequately or safely addressed in a community setting. The goal of crisis stabilization is to avoid the need for inpatient services which, if the condition and symptoms are not treated, present an imminent threat to the member or others, or substantially increase the risk of the member becoming gravely disabled. Crisis stabilization must be provided on site at a licensed 24-hour health care facility, at a hospital based outpatient

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program (services in a hospital based outpatient program are provided in accordance with 42 CFR 440.20), or at a provider site certified by the Department of Health Care Services to perform crisis stabilization and some service components may be delivered through telehealth or telephone. Crisis stabilization is an all-inclusive program and no other Rehabilitative Mental Health Services are reimbursable during the same time period this service is reimbursed. Crisis stabilization may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member.

Medical backup services must be available either on site or by written contract or agreement with a general acute care hospital. Medical backup means immediate access within reasonable proximity to health care for medical emergencies. Medications must be available on an as needed basis and the staffing pattern must reflect this availability. All members receiving crisis stabilization must receive an assessment of their physical and mental health. This may be accomplished using protocols approved by a physician. If outside services are needed, a referral that corresponds with the member 's needs will be made, to the extent resources are available. This service includes one or more of the following service components: assessment, therapy, crisis intervention, medication support services, referral and linkages. (State Plan, Supplement 3 to Attachment 3.1-A, page 2e [TN 22-0023].)

7. “Day Rehabilitation” is a structured program which provides services to a distinct group of individuals. Day rehabilitation is intended to improve or restore personal independence and functioning necessary to live in the community or prevent deterioration of personal independence consistent with the principles of learning and development. Services are available for at least three hours each day. Day rehabilitation is a program that lasts less than 24 hours each day. Day rehabilitation may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. This service includes one or more of the following service components: assessment, treatment planning, therapy, and psychosocial rehabilitation. (State Plan, Supplement 3 to Attachment 3.1-A, page 2c [TN 22-0023].)

8. “Day Treatment Intensive” is a structured, multi-disciplinary program of therapy that may be used as an alternative to hospitalization, or to avoid placement in a more restrictive setting, or to maintain the client in a community setting and which provides services to a distinct group of members who receive services for a at least three hours per day and lasts less than 24 hours each day. This service includes one or more of the following service components: assessment, treatment planning, therapy, and psychosocial rehabilitation. This service may include contact with significant support persons or other collaterals if the purpose

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of their participation is to focus on the treatment of the member. Day treatment intensive services must have a clearly established site for services although all services need not be delivered at that site and some service components may be delivered through telehealth or telephone. (State Plan, Supplement 3 to Attachment 3.1-A, page 2c [TN 22-0023].)

9. "Intensive Care Coordination (ICC)" is a targeted case management service that facilitates assessment of care planning for and coordination of services to members under age 21 who are eligible for the full scope of Medi-Cal services and who meet medical criteria to access SMHS. ICC service components include: assessing; service planning and implementation; monitoring and adapting; and transition. ICC services are provided through the principles of the Integrated Core Practice Model (ICPM), including the establishment of the Child and Family Team (CFT) to ensure facilitation of a collaborative relationship among a child, their family and involved child-serving systems. The CFT is comprised of – as appropriate, both formal supports, such as the care coordinator, providers, case managers from child-serving agencies, and natural supports, such as family members, neighbors, friends, and clergy and all ancillary individuals who work together to develop and implement the client plan and are responsible for supporting the child and family in attaining their goals. ICC also provides an ICC coordinator who:

   A. Ensures that medically necessary services are accessed, coordinated and delivered in a strength-based, individualized, family/child driven and culturally and linguistically competent manner and that services and supports are guided by the needs of the child;

   B. Facilitates a collaborative relationship among the child, their family and systems involved in providing services to the child;

   C. Supports the parent/caregiver in meeting their child's needs;

   D. Helps establish the CFT and provides ongoing support; and

   E. Organizes and matches care across providers and child serving systems to allow the child to be served in their community.

10. "Intensive Home Based Services (IHBS)" are individualized, strength-based interventions designed to ameliorate mental health conditions that interfere with a child's functioning and are aimed at helping the child build skills necessary for successful functioning in the home and community and improving the child's family's ability to help the child successfully function in the home and community. IHBS services are provided in accordance with the Integrated Core Practice Model (ICPM) by the Child and Family Team (CFT) in coordination with the family's overall service plan which may include IHBS. Service activities may

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include, but are not limited to assessment, treatment plan, therapy, rehabilitation and include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. IHBS is provided to members under 21 who are eligible for the full scope of Medi-Cal services and who meet the access criteria for SMHS.

11. "Medication Support Services" include prescribing, administering, dispensing and monitoring drug interactions and contradictions of psychiatric medications or biologicals that are necessary to alleviate the symptoms behavioral health conditions. This service includes one or more of the following service components: evaluation of the need for medication; evaluation of clinical effectiveness and side effects; medication education including instruction in the use, risks and benefits of, and alternatives for medication; treatment planning. Medication support services may include prescription, dispensing, monitoring, or administration of medication related to substance use disorder services for members with co-occurring mental health conditions and substance use disorder. Medication support services may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. This service may also include assessing the appropriateness of reducing medication usage when clinically indicated. Medication support services may be provided face-to-face, by telephone or by telehealth, and may be provided anywhere in the community. Medication support services may be delivered as a standalone service or as a component of crisis stabilization.

12. "Mental Health Services" are individual, group, or family-based interventions that are designed to provide a reduction of the member's mental or emotional disability, and restoration, improvement and/or preservation of individual and community functioning, and continued ability to remain in the community consistent with the goals of recovery, resiliency, learning, development, independent living, and enhanced self-sufficiency and that are not provided as components of adult residential services, crisis residential services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Mental health services may include contact with significant support persons or other collateral if the purpose of their participation is to focus on the treatment of the member. This service includes one or more of the following service components: assessment, treatment planning, therapy, and psychosocial rehabilitation. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

13. "Peer Support Services" are culturally competent individual and group services that promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities such as group and individual coaching to set

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recovery goals and identify steps to reach the goals. Services aim to prevent relapse, empower members through strength-based coaching, support linkages to community resources, and to educate members and their families about their conditions and the process of recovery. Peer support services may be provided with the member or significant support person(s) and may be provided in a clinical or non-clinical setting. Peer support services can include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the member by supporting the achievement of the member's treatment goals.

A. Peer support services are based on an approved plan of care and may be delivered as a standalone service. Peer support services include one or more of the following service components:

B. Educational Skill Building Groups, which are groups provided in a supportive environment in which members and their families learn coping mechanisms and problem-solving skills in order to help the members achieve desired outcomes. These groups promote skill building for the members in the areas of socialization, recovery, self-sufficiency, self-advocacy, development of natural supports, and maintenance of skills learned in other support services.

C. Engagement, which means Peer Support Specialist led activities and coaching to encourage and support members to participate in behavioral health treatment. Engagement may include supporting members in their transitions and supporting members in developing their own recovery goals and processes.

D. Therapeutic Activity, which means structured non-clinical activity provided by a Peer Support Specialist to promote recovery, wellness, self-advocacy, relationship enhancement, development of natural supports, self-awareness and values, and the maintenance of community living skills to support the member's treatment to attain and maintain recovery within their communities. These activities may include, but are not limited to, advocacy on behalf of the member; promotion of self-advocacy; resource navigation; and collaboration with the members and others providing care or support to the member, family members, or significant support persons. (State Plan, Supplement 3 to Attachment 3.1-A, page 2 [TN 22-0023].)

14. "Psychiatric Health Facility Services" are therapeutic and/or rehabilitative services provided in a psychiatric health facility licensed by DHCS. Psychiatric health facilities are licensed to provide acute inpatient psychiatric treatment to individuals with major mental disorders. Psychiatric health facility services may include contact with significant support persons or other collaterals if the purpose

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of their participation is to focus on the treatment of the member. Services are provided in a psychiatric health facility under a multidisciplinary model and some service components may be delivered through telehealth or telephone. Psychiatric health facilities may only admit and treat patients who have no physical illness or injury that would require treatment beyond what ordinarily could be treated on an outpatient basis. Services include the following components: assessment, treatment planning, therapy, psychosocial rehabilitation, and crisis intervention. These services are separate from those categorized as "Psychiatric Inpatient Hospital". (State Plan, Supplement 3 to Attachment 3.1-A, page 2g [TN 22-0023].)

15. "Psychiatric Inpatient Hospital Services" include both acute psychiatric inpatient hospital services and administrative day services. Acute psychiatric inpatient hospital services are provided to members for whom the level of care provided in a hospital is medically necessary to diagnose or treat a covered mental illness. Administrative day services are inpatient hospital services provided to members who were admitted to the hospital for an acute psychiatric inpatient hospital service and the member's stay at the hospital must be continued beyond the member's need for acute psychiatric inpatient hospital services due to lack of residential placement options at non-acute residential treatment facilities that meet the needs of the member.

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

16. "Psychosocial Rehabilitation" means a recovery or resiliency focused service activity which addresses a mental health need. This service activity provides assistance in restoring, improving, and/or preserving a member's functional, social, communication, or daily living skills to enhance self-sufficiency or self-regulation in multiple life domains relevant to the developmental age and needs of the member. Psychosocial rehabilitation includes assisting members to develop coping skills by using a group process to provide peer interaction and feedback in developing problem-solving strategies. In addition, psychosocial rehabilitation includes therapeutic interventions that utilize self-expression such as art, recreation, dance or music as a modality to develop or enhance skills.

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These interventions assist the member in attaining or restoring skills which enhance community functioning including problem solving, organization of thoughts and materials, and verbalization of ideas and feelings. Psychosocial rehabilitation also includes support resources, and/or medication education. Psychosocial rehabilitation may be provided to a member or a group of members. (State Plan, Supplement 3 to Attachment 3.1-A, page 2a [TN 22-0023].)

17. "Referral and Linkages" are services and supports to connect a member with primary care, specialty medical care, SUD treatment providers, mental health providers, and community-based services and supports. This includes identifying appropriate resources, making appointments, and assisting a member with a warm handoff to obtain ongoing support. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

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

19. "Therapeutic Behavioral Services (TBS)" are intensive, individualized, short-term outpatient treatment interventions for members up to age 21. Individuals receiving these services have serious emotional disturbances (SED), are experiencing a stressful transition or life crisis and need additional short-term, specific support services.

20. "Therapeutic Foster Care (TFC) Services" model allows for the provision of short-term, intensive, highly coordinated, trauma informed and individualized specialty mental health services activities (plan development, rehabilitation and collateral) to children up to age 21 who have complex emotional and behavioral needs and who are placed with trained, intensely supervised and supported TFC parents. The TFC parent serves as a key participant in the therapeutic treatment process of the child. The TFC parent will provide trauma informed interventions that are medically necessary for the child. TFC is intended for children youth who require intensive and frequent mental health support in a family environment. The TFC service model allows for the provision of certain specialty mental health services activities (plan development, rehabilitation and collateral) available under the EPSDT benefit as a home-based alternative to high level care in institutional

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settings such as group homes and an alternative to Short Term Residential Therapeutic Programs (STRTPs).

21. "Therapy" means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction and restoration of functioning as a means to improve coping and adaptation and reduce functional impairments. Therapeutic intervention includes the application of cognitive, affective, verbal or nonverbal, strategies based on the principles of development, wellness, adjustment to impairment, recovery and resiliency to assist a member in acquiring greater personal, interpersonal and community functioning or to modify feelings, thought processes, conditions, attitudes or behaviors which are emotionally, intellectually, or socially ineffective. These interventions and techniques are specifically implemented in the context of a professional clinical relationship. Therapy may be delivered to a member or group of members and may include family therapy directed at improving the member's functioning and at which the member is present. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

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1. "Assessment" means activities to evaluate or monitor the status of a member's behavioral health and determine the appropriate level of care and course of treatment for that member. Assessments shall be conducted in accordance with applicable State and Federal laws, and regulations, and standards. Assessment may be initial and periodic, and may include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the member. Assessment services may include one or more of the following components:

   A. Collection of information for assessment used in the evaluation and analysis of the cause or nature of the substance use disorder.

   B. Diagnosis of substance use disorders utilizing the current DSM and assessment of treatment needs for medically necessary treatment services. This may include a physical examination necessary for treatment and evaluation.

   C. Treatment planning, a service activity that consists of development and updates to documentation needed to plan and address the member's needs, planned interventions and to address and monitor a member's progress and restoration of member to their best possible functional level.

2. "Community-Based Mobile Crisis Intervention Services (also referred to as "Mobile Crisis Services")" are services that provide rapid response, individual assessment and community-based stabilization to Medi-Cal members who are experiencing a behavioral health crisis. Mobile Crisis Services are designed to provide relief to members experiencing a behavioral health crisis, including through de-escalation and stabilization techniques; reduce the immediate risk of danger and subsequent harm; and avoid unnecessary emergency department care, psychiatric inpatient hospitalizations, and law enforcement involvement. Mobile Crisis Services include warm handoffs to appropriate settings and providers when the member requires additional stabilization and/or treatment services; coordination with and referrals to appropriate health, social and other services and supports, as needed, and short-term follow-up support to help ensure the crisis is resolved and the member is connected to ongoing care. Mobile Crisis Services are directed toward the member in crisis but may include contact with a family member(s) or other significant support collateral(s) if the purpose of the collateral's participation is to assist the member in addressing their behavioral health crisis and restoring the member to the highest possible functional level. Mobile crisis services are provided by a multidisciplinary mobile crisis team at the location where the member is experiencing the behavioral health crisis. Locations may include, but are not limited to, the member's home, school, or workplace, on the street, or where a member socializes. Mobile Crisis Services claimed under this option cannot be provided in hospitals or other

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facility settings. Mobile crisis services shall be available to members experiencing behavioral health crises 24 hours a day, 7 days a week, and 365 days a year.

3. "Family Therapy" means a rehabilitative service that includes family members in the treatment process, providing education about factors that are important to the member's recovery as well as the holistic recovery of the family system. Family members can provide social support to the member and help motivate their loved one to remain in treatment. There may be times when, based on clinical judgment, the member is not present during the delivery of this service, but the service is for the direct benefit of the member.

4. "Group Counseling" consists of contacts with multiple members at the same time. Group Counseling shall focus on the needs of the participants. Group counseling means contacts in which one or more therapists or counselors treat two or more members at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served. A member that is 17 years of age or younger shall not participate in group counseling with any participants who are 18 years of age or older. However, a member who is 17 years of age or younger may participate in group counseling with participants who are 18 years of age or older when the counseling is at a provider's certified school site.

5. "Individual Counseling" consists of contacts with a member. Individual counseling can include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the member by supporting the achievement of the member's treatment goals. Individual counseling also includes preparing the beneficiary to live in the community, and providing linkages to treatment and services available in the community.

6. "Medical psychotherapy" means a counseling service to treat SUDs other than OUD conducted by the medical director of a Narcotic Treatment Program on a one-to-one basis with the member.

7. "Medication Services" means the prescription or administration of medication related to substance use disorder services, or the assessment of the side effects or results of the medication. Medication Services may include prescription or administration of medication related to mental health services for members with a co-occurring substance use disorder and mental health condition. Medication Services does not include MAT for Opioid Use Disorders (OUD) or MAT for Alcohol Use Disorders (AUD) and other Non-Opioid Substance Use Disorders. Medication Services includes prescribing, administering, and monitoring medications used in the treatment or management of SUD and/or withdrawal management not included in the definitions of MAT for OUD or MAT for AUD services.

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8. "Medications for Addiction Treatment (also known as medication assisted treatment (MAT)) for Alcohol Use Disorders (AUD) and Non-Opioid Substance Use Disorders" includes all FDA-approved drugs and services to treat AUD and other non-opioid SUDs involving FDA-approved medications to treat AUD and non-opioid SUDs.

9. "Medications for Addiction Treatment (also known as medication assisted treatment (MAT)) for Opioid Use Disorders (OUD)" includes all medications approved under section 505 of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 355) and all biological products licensed under section 351 of the Public Health Service Act (42 U.S.C. 262) to treat opioid use disorders.

10. "Narcotic Treatment Program" or "NTP means an outpatient program that provides FDA-drugs approved to treat SUDs when ordered by a physician as medically necessary. NTPs are required to offer and prescribe medications including methadone, buprenorphine, naloxone and disulfiram. A member must receive at minimum fifty minutes of counseling sessions with a therapist or counselor for up to 200 minutes per calendar month, although additional services may be provided as medically necessary.

11. "Non-Perinatal Residential Program" services are provided in DHCS licensed residential facilities that also have DMC certification and have been designated by DHCS as capable of delivering care consistent with ASAM treatment criteria. These residential services are provided to the non-perinatal population and do not require the enhanced services found in the perinatal residential programs.

12. "Observation" means the process of monitoring the member's course of withdrawal. The Contractor shall ensure observation be conducted at the frequency required by applicable state and federal laws, regulations, and standards. This may include but is not limited to observation of the member's health status.

13. "Patient Education" means education for the member on addiction, treatment, recovery and associated health risks.

14. "Peer Support Services" are culturally competent individual and group services that promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities such as group and individual coaching to set recovery goals and identify steps to reach the goals. Services aim to prevent relapse, empower members through strength-based coaching, support linkages to community resources, and to educate members and their families about their conditions and the process of recovery. Peer support services may be provided with the member or significant support person(s) and may be provided in a clinical or non-clinical setting. Peer support services can include contact with

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family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the member by supporting the achievement of the member's treatment goals.

A. Peer support services are based on an approved plan of care and may be delivered as a standalone service. Peer support services include one or more of the following service components:

B. Educational Skill Building Groups, which are groups provided in a supportive environment in which members and their families learn coping mechanisms and problem-solving skills in order to help the members achieve desired outcomes. These groups promote skill building for the members in the areas of socialization, recovery, self-sufficiency, self-advocacy, development of natural supports, and maintenance of skills learned in other support services.

C. Engagement, which means Peer Support Specialist led activities and coaching to encourage and support members to participate in behavioral health treatment. Engagement may include supporting members in their transitions and supporting members in developing their own recovery goals and processes.

D. Therapeutic Activity, which means structured non-clinical activity provided by a Peer Support Specialist to promote recovery, wellness, self-advocacy, relationship enhancement, development of natural supports, self-awareness and values, and the maintenance of community living skills to support the member's treatment to attain and maintain recovery within their communities. These activities may include, but are not limited to, advocacy on behalf of the member; promotion of self-advocacy; resource navigation; and collaboration with the members and others providing care or support to the member, family members, or significant support persons. (State Plan, Supplement 3 to Attachment 3.1-A, page 6h [TN 24-0042].)

15. "Perinatal DMC Services" means covered services as well as parent/child habilitative and rehabilitative services; services access (i.e., provision or arrangement of transportation to and from medically necessary treatment); education to reduce harmful effects of alcohol and drugs on the parent and fetus or infant; and coordination of ancillary services (Cal. Code Regs., tit. 22, § 51341.1(c)(4)).

16. "Recovery monitoring" means recovery coaching, monitoring designed for the maximum reduction of the member's SUD.

17. "Recovery Services" means a DMC-ODS service designed to support recovery and prevent relapse with the objective of restoring the member to their best

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possible functional level. Recovery Services emphasize the member's central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to members.

18. "Substance Use Disorder Crisis Intervention Services" means contacts with a member in crisis. A crisis means an actual relapse or an unforeseen event or circumstance which presents to the member an imminent threat of relapse. SUD Crisis Intervention Services shall focus on alleviating the crisis problem, be limited to the stabilization of the member's immediate situation, and be provided in the least intensive level of care that is medically necessary to treat their condition.

19. "Unit of Service" means:

    A. For care coordination, intensive outpatient treatment, outpatient services, Naltrexone treatment services, and recovery services contact with a member in 15-minute increments on a calendar day.

    B. For additional medication assisted treatment, physician services that includes ordering, prescribing, administering, and monitoring of all medications for SUDs per visit or in 15-minute increments.

    C. For narcotic treatment program services, a calendar month of treatment services provided pursuant to this section and 9 C.C.R., chapter 4, commencing with § 10000.

    D. For clinician consultation services, consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists in 15-minute increments.

    E. For residential services, providing 24-hour daily service, per member, per bed rate.

    F. For withdrawal management per member per visit/daily unit of service.

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Exhibit F

Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)

2. The term "Agreement" as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.

3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.

4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.

4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.

5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."

6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

7. **Permitted Uses and Disclosures of PHI by Business Associate**. Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.

7.1 **Specific Use and Disclosure Provisions**. Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.

7.2 **Nondisclosure.** Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

8. Compliance with Other Applicable Law

8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:

8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 19. of this Agreement.

8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

8.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

9.1 Safeguards and Security.

9.1.1 Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.

9.1.2 Business Associate shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final; updates will be available online at https://csrc.nist.gov/publications/sp800.

9.1.3 Business Associate shall employ FIPS 140-3 validated encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-3 validation can be determined online at https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules/search. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

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

9.1.5 Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

9.1.6 Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

9.1.7 Remote access to PHI from outside the continental United States, inclusive of remote access to PHI by Business Associate's support staff in identified support centers, is prohibited.

9.1.8 Business Associate shall only store PHI in a data center physically located within the continental United States.

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

10. **Mitigation of Harmful Effects**. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. **Access to PHI.** Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. **Amendment of PHI.** Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. **Accounting for Disclosures.** Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. **Collaboration.** The parties shall collaborate as appropriate and necessary to ensure compliance with this Agreement, including but not limited to Sections 11 – 13 of this Agreement. The parties acknowledge and agree that neither party intends that this Agreement shall create obligations and/or liabilities that do not otherwise exist as appropriate based on the nature of the work performed and applicable law.

15. **Compliance with DHCS Obligations.** To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

16. **Access to Practices, Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

17. **Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

18. **Special Provision for SSA Data.** If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

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

19.1 Notice to DHCS.

19.1.1 Business Associate shall notify DHCS **immediately** upon the discovery of a suspected breach or security incident that involves SSA data. This notification shall be provided via the DHCS Incident Reporting Portal upon discovery of the breach. If Business Associate is unable to provide notification via the DHCS Incident Reporting Portal, then Business Associate shall provide notice by email or telephone to DHCS.

19.1.2 Business Associate shall notify DHCS **within 24** hours via the online DHCS Incident Reporting Portal (or by email or telephone if Business Associate is unable to use the DHCS Incident Reporting Portal) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

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

19.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

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

19.1.2.4 Potential loss of confidential information affecting this Agreement.

19.1.3 Notice submitted to the DHCS Incident Reporting Portal will be sent to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office. If providing notice to DHCS via email, use the DHCS contact information at Section 19.6 below (collectively, "DHCS Contacts").

Notice shall be made using the DHCS Incident Reporting Portal via the link on the DHCS Data Privacy Website online at

https://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx

Notice via email shall be made using the current DHCS "Privacy Incident Reporting Form" and shall include all information known at the time the incident is reported. The form is available online at

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

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

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

19.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

19.2 Investigation. Business Associate shall immediately investigate such security incident or breach.

19.3 Complete Report. Business Associate shall provide a complete report of the investigation to DHCS within ten (10) working days of the discovery of the security incident or breach. This complete report must include any applicable additional information not included in the initial submission. The complete report shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests additional information, Business Associate shall make reasonable efforts to provide DHCS with such information. DHCS will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

19.3.1 If Business Associate does not submit a complete report within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the complete report.

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

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

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

DHCS Program Contract Manager	DHCS Privacy Office	DHCS Information Security Office
See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.	Privacy Office c/o: Data Privacy Unit Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Office Department of Health Care Services P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov

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

21. Audits, Inspection and Enforcement

21.1 From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how

DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

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

22. Termination

22.1 **Termination for Cause**. Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:

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

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

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

23. Miscellaneous Provisions

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

23.2. **Amendment**.

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

23.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 23.2.1 shall constitute a material violation of this Agreement.

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

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

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

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

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Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Inyo	95-6005445

By (Authorized Signature)

Printed Name and Title of Person Signing

Anna Scott — HHS Director

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,

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

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

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

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

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

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

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

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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

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

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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Certificate Of Completion

Envelope Id: B2AA21F4-4AB0-445D-95DA-C4FE62BE003E
Subject: Complete with Docusign: 25-50087 County of Inyo
Source Envelope:
Document Pages: 188
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 0
Initials: 0

Status: Sent

Envelope Originator:
Caitlin Murphy
1501 Capitol Ave
Sacramento, CA 95814-5005
Caitlin.Murphy@dhcs.ca.gov
IP Address: 158.96.4.13

Record Tracking

Status: Original
8/7/2025 10:25:03 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Caitlin Murphy
Caitlin.Murphy@dhcs.ca.gov
Pool: FedRamp
Pool: Department of Health Care Services (CA DHCS)

Location: DocuSign

Location: Docusign

Signer Events	Signature	Timestamp
Anna Scott ascott@inyocounty.us HHS Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/19/2025 9:29:06 AM ID: ce1934d4-84b1-4c46-9ad0-c060d0764e43		Sent: 8/7/2025 10:28:52 AM Viewed: 8/19/2025 9:29:06 AM
Nga Pham Nga.Pham@dhcs.ca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Manpreet Singh Manpreet.Singh@dhcs.ca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

In Process

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/7/2025 10:28:52 AM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

In Process

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Department of Health Care Services (CA DHCS) (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Department of Health Care Services (CA DHCS):

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: Russ.Rogers@dhcs.ca.gov

To advise Department of Health Care Services (CA DHCS) of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at Russ.Rogers@dhcs.ca.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Department of Health Care Services (CA DHCS)
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to Russ.Rogers@dhcs.ca.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with Department of Health Care Services (CA DHCS)

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to Russ.Rogers@dhcs.ca.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	• Allow per session cookies

	• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Department of Health Care Services (CA DHCS) as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Department of Health Care Services (CA DHCS) during the course of my relationship with you.

In Process

INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • WILL WADELTON

DENELLE CARRINGTON
ACTING COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

October 7, 2025

Reference ID:
2025-639

Environmental Justice Element Workshop

Planning Department

NO ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Danielle Visuano, Senior Planner	Danielle Visuano, Senior Planner

RECOMMENDED ACTION:

Receive a presentation from the Planning Department staff on the draft Environmental Justice Element, which will be proposed for future adoption into the Inyo County General Plan.

BACKGROUND / SUMMARY / JUSTIFICATION:

BACKGROUND

Staff has prepared a draft Environmental Justice (EJ) Element for incorporation into the General Plan in accordance with Senate Bill 1000 (SB 1000) and California Government Code §65302(h). SB 1000 mandates that jurisdictions with identified disadvantaged communities (DACs) incorporate environmental justice policies into their general plans, either as a standalone element or integrated into other elements.

Although Inyo County does not contain any DACs as defined by CalEPA and verified using CalEnviroScreen mapping tools (see Section 10.1 of the EJ Element), the County has proactively developed this element to address equity, health, and environmental concerns for all communities. Furthermore, HCD required the completion of this EJ Element for the certification of the County's Sixth Cycle Housing Element Update.

Of particular relevance, the vast majority of the policies, goals, and implementation measures required by SB 1000 are already embedded within the County's existing General Plan. This EJ Element consolidates, references, and supplements those existing provisions, ensuring statutory compliance while enhancing clarity and public accessibility.

STAFF ANALYSIS

Compliance with State Law

California Government Code §65302(h) requires the following Environmental Justice components in a jurisdiction's General Plan if it contains one or more DACs.

1. Identification of Disadvantaged Communities
2. Policies to reduce exposure to pollution and improve air quality
3. Policies to promote public facilities
4. Policies to improve food access
5. Policies to promote safe and sanitary housing
6. Policies to promote physical activity
7. Policies to reduce unique or compounded health risks
8. Policies to promote civic engagement in public decision-making
9. Policies to prioritize improvements and programs

Although Inyo County does not contain any DACs as defined by the State, staff has addressed each of the required environmental justice topics in a comprehensive, standalone element. This approach was chosen instead of the alternative option of referencing scattered goals, policies, and implementation measures throughout the General Plan, which would have required users to search through multiple sections to identify relevant provisions.

Summary of EJ Element Content

The EJ Element consolidates and expands upon policies already present in the General Plan and organizes them within the EJ Element under the following major focus areas to comply with Government Code §65302(h).

1. Air Quality (Section 10.2)
Air quality issues are addressed throughout the Inyo County General Plan, which also includes cooperation with the Great Basin Unified Air Pollution Control District (GBUAPCD), the entity overseeing air quality enforcement in the region. The existing General Plan includes numerous provisions that regulate PM-10 emissions, control dust during construction, and monitor development impacts on regional air quality. The EJ Element's Air Quality section supplements this framework by introducing climate adaptation strategies that align with emerging state priorities. These include the incorporation of clean transportation methods—such as public transit and carshare programs—and requirements for climate-resilient building materials, including cool roof technologies. These additional strategies are designed to minimize emissions from new development and promote long-term regional sustainability.

2. Food Access (Section 10.3)
Inyo County's rural setting presents unique challenges for access to affordable, nutritious food, particularly in smaller and more remote communities. The General Plan already supports agricultural land preservation and the development of neighborhood-serving retail services. This Food Access section builds on this by recognizing the gaps in food availability and proposing zoning revisions to support the creation of community gardens and farmers markets. It also promotes policies that encourage the development of healthy food establishments, particularly in areas dominated by fast food or convenience store options. Additionally, this section emphasizes the importance of public education on nutrition, County support for mobile food vendors, and expanded transit options to improve access to grocery stores, particularly for seniors and low-income residents. These approaches provide an adaptive, equity-focused framework for improving food access without reliance on traditional DAC designations.

3. Public Health (Section 10.4)
The Public Health section acknowledges that a healthy population depends on more than access to healthcare; it depends on the quality of the physical and built environment. The existing General Plan already addresses core public health concerns through water quality policies, housing safety standards, emergency response planning, and transportation strategies. These policies are located in various elements in the General Plan, including the Safety Element, the Multi-Jurisdictional Hazard Mitigation Plan (MJHMP), and the Housing Element. This Public Health section incorporates these policies and further enhances them by defining key public health terms such as 'health" and "health equity" and expanding policies to promote walkable communities, mixed-use development, and inclusive design for seniors and people with disabilities. Together, these policies establish a comprehensive foundation for

preventing environmental health risks and promoting long-term community well-being.

4. Safe & Sanitary Housing (Section 10.5)
The General Plan's Housing Element and Land Use Element already contain a broad range of policies aimed at improving housing conditions, increasing affordability, and ensuring safe living environments. These include policies to eliminate substandard housing, provide adequate sites for development, and encourage energy efficiency and code enforcement. The Safe & Sanitary Housing section of the EJ Element enhances this commitment by focusing on the unique needs of "Legacy Communities"—historically underserved, rural settlements that lack basic infrastructure or public services. The EJ Element commits the County to pursuing upgrades in these communities, including road repair, broadband expansion, and improvements to water and wastewater systems. This approach ensures that the needs of vulnerable communities are explicitly considered and addressed in both planning and implementation processes.

5. Public Facilities (Section 10.6)
Access to reliable and equitable public facilities is a key driver of environmental justice and quality of life. The General Plan addresses this comprehensively, with policies on schools, parks, utilities, public safety, and transportation infrastructure. These provisions are reflected in the General Plan Land Use, Circulation and Safety Elements. The Public Facilities section of the EJ Element reiterates these commitments and adds new policies to support the development of on-site renewable energy systems, promote participation in broadband infrastructure initiatives (such as the Digital 395 project), and encourage the integration of climate resilience into public facility planning. These efforts reinforce the County's goal of providing inclusive and adaptive public services for all communities.

6. Recreation (Section 10.7)
Physical activity is essential to public health, and access to recreational resources is a central environmental justice concern. The General Plan includes provisions that support open space preservation, access to public lands, scenic highway protection, and the development of trails and active transportation networks. These policies promote walkability, reduce dependence on vehicle use, and encourage interaction with the natural environment. The EJ Element's Recreation section expands on these efforts by introducing strategies for enhancing scenic view corridors and encouraging aesthetically compatible development along scenic routes. These policies support physical activity as a public health goal and reinforce the County's identity as a place of natural beauty and outdoor opportunity.

7. Civic Engagement (Section 10.8)
Public participation is a long-standing cornerstone of Inyo County's planning framework. The General Plan incorporates numerous policies requiring public input through workshops, advisory committees, and partnerships with tribal governments, local organizations, and regional stakeholders. Policies GOV-2.1 and GOV-2.2 emphasize collaborative planning, while the Housing Element includes several programs to engage property owners, renters, developers, and underserved groups. The EJ Element's Civic Engagement section supports ongoing outreach through other General Plan processes and commits the County to transparency, inclusiveness, and community-driven planning. In this regard, the EJ Element does not create a new participation process but strengthens and affirms the processes already currently existing and the role of the public in shaping local planning outcomes.

Inyo County has a strong history of incorporating public input into its long-range planning efforts. The public participation component has been, and continues to be, met through a variety of established planning processes. As an example, the County has engaged the public during the development of key documents, including the Multi-Jurisdictional Hazard Mitigation Plan, the Housing Element Update, the County Wildfire Protection Plan and Community Wildfire Protection Plans, the Renewable Energy General Plan Amendment, and the Residential Infill Project. These projects have relied on workshops, surveys, public meetings, interagency coordination, and stakeholder engagement to ensure community needs are reflected in County policies.

This Environmental Justice Element Workshop serves as the current public outreach effort specifically designed to support the EJ Element. It provides an opportunity for residents, stakeholders, and

community members to learn about the purpose of the element, ask questions, and offer comments on its content, structure, and implementation.

With the establishment of a standalone Environmental Justice Element, the County's commitment to equity and inclusive participation will become more visible, and future engagement efforts will be further aligned with the EJ Element's goals for civic involvement, community representation, and transparency in decision-making.

8. Prioritizing Improvements & Programs (Section 10.9)
While Inyo County lacks formally identified DACs, the General Plan already includes numerous mechanisms for prioritizing resources, projects, and services in areas of need. These include fire protection planning, flood mitigation, transportation planning, and infrastructure maintenance policies. This section emphasizes the importance of directing improvements toward vulnerable communities and high-risk areas, especially those prone to environmental hazards or lacking basic public services. In doing so, it uses environmental justice principles through clear, implementable policies that reflect existing County values and intent.

NEXT STEPS
Planning staff is looking to the Board of Supervisors for any comments, suggestions and recommendations on the draft Environmental Justice during the workshop before revising the draft Element. The revised draft Element will then be presented to the Planning Commission in the Fall/Winter of 2025 for consideration of a recommendation for adoption by the Board of Supervisors by the end of December 2025 or into early next year.

FISCAL IMPACT:
There are no fiscal impacts associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:
None.

STRATEGIC PLAN ALIGNMENT:
Thriving Communities I Community Revitalization Through Effective Planning
Thriving Communities I Community Supporting Infrastructure Improvements
Thriving Communities I Enhanced Health, Social, & Senior Services
Thriving Communities I Quality Parks and Recreation Amenitiies
Thriving Communities I Enhanced Transportation Services
Thriving Communities I Climate Resilience and Natural Resource Protection
Economic Enhancement I Local Businesses, Organizations, and Workforce
Economic Enhancement I Sustainable Recreation Initiatives
High Quality Services I Improved Access to Government
High Quality Services I Improved County Facilities
High Quality Services I Public Safety and Emergency Response

APPROVALS:

Danielle Visuano	Created/Initiated - 09/08/2025
Darcy Israel	Approved - 09/09/2025
Danielle Visuano	Approved - 09/09/2025
Keri Oney	Approved - 09/09/2025
Christian Milovich	Approved - 09/22/2025

Amy Shepherd	Approved - 09/24/2025
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Nate Greenberg	Final Approval - 09/30/2025

ATTACHMENTS:

1. Draft Environmental Justice Element

10.0 ENVIRONMENTAL JUSTICE

The concept of Environmental Justice originally focused on environmental contamination and degradation. Over time the objectives and goals of Environmental Justice expanded to include such topics as physical activity, food access and public participation in the governmental decision-making process in order to create and sustain a healthy living environment for everyone. Under this expansion California has adopted several laws and programs to promote Environmental Justice and its implementation. Under California Government Code §65040.12(e) Environmental Justice is defined as:

"the fair treatment and meaningful involvement of people of all races, cultures, incomes, and national origins, with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies."

Subsequently, lawmakers passed Senate Bill (SB) 1000 in 2016 in order to integrate Environmental Justice concepts and objectives into the planning process and making it mandatory to address and apply them to disadvantaged communities. SB 1000 was further codified in California Government Code §65302(h).

Under the California Government Code, Inyo County is required to incorporate an Environmental Justice Element to the General Plan addressing impacts to identified disadvantaged communities. This element is meant to advance equity and the protection of human health for everyone.

In review of the communities in Inyo County it has been determined there are no identified disadvantaged communities as discussed in section 10.1 Disadvantaged Communities.

However, Inyo County has independently addressed required and related topics to the Environmental Justice Element. Subsequent to Inyo County's initiative, the Department of Housing and Community Development required Inyo County to provide and Environmental Justice Element in order for the sixth cycle of the Housing Element Update to be certified. The below table details the required government code sections, descriptions and reference to the Environmental Justice Element sections where the requirements are addressed.

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Table 10.0 – Government Requirements and Environmental Justice Element Reference

Issues Requiring Analysis	Gov. Code Section	Reference in Environmental Justice Element
Identify disadvantaged communities within the area covered by the general plan.	Section 65302(h)(1)	Section 10.1 Disadvantaged Communities
Identify objectives and policies to reduce exposure to pollution including improving air quality in disadvantaged communities.	Section 65302(h)(1)(A)	Section 10.2 Air Quality Section 10.4 Public Health Section 10.5 Safe & Sanitary Housing Section 10.6 Public Facilities Section 10.7 Recreation
Identify objectives and policies to promote public facilities in disadvantaged communities.	Section 65302(h)(1)(A)	Section 10.4 Public Facilities
Identify objectives and policies to promote food access in disadvantaged communities.	Section 65302(h)(1)(A)	Section 10.3 Food Access Section 10.4 Public Health Section 10.5 Safe & Sanitary Housing
Identify objectives and policies to promote safe and sanitary homes in disadvantaged communities.	Section 65302(h)(1)(A)	Section 10.2 Air Quality Section 10.3 Food Access Section 10.4 Public Health Section 10.5 Safe & Sanitary Housing Section 10.6 Public Facilities Section 10.7 Recreation Section 10.8 Civic Engagement Section 10.9 Prioritizing Improvements & Programs
Identify objectives and policies to promote physical activity in disadvantaged communities.	Section 65302(h)(1)(A)	Section 10.7 Recreation Section 10.3 Food Access Section 10.4 Public Health Section 10.5 Safe & Sanitary Housing
Identify objectives and policies to reduce any unique or compounded health risks in disadvantaged communities not otherwise addressed above.	Section 65302(h)(1)(A)	Section 10.2 Air Quality EJ-AQ Section 10.3 Food Access EJ-FA Section 10.4 Public Health EJ-PH Section 10.5 Safe & Sanitary Housing EJ-SSH Section 10.6 Public Facilities EJ-PF Section 10.7 Recreation EJ-REC Section 10.9 Civic Engagement EJ-CE
Identify objectives and policies to promote civic engagement in the public decision-making process in disadvantaged communities.	Section 65302(h)(1)(B)	Section 10.8 Civic Engagement
Identify objectives and policies that prioritize improvements and programs that address the needs of disadvantaged communities.	Section 65302(h)(1)(C)	Section 10.9 Prioritizing Improvements & Programs

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This Environmental Justice Element presents goals, policies and implementation for several Environmental Justice topics. Many of these topics are incorporated into other sections of the General Plan and will be referenced throughout this element. The topics Inyo County is addressing, although there are no disadvantaged communities in the County, are:

- EJ-AQ Air Quality (Section 10.2)
- EJ-FA Food Access (Section 10.3)
- EJ-PH Public Health (Section 10.4)
- EJ-SSH Safe & Sanitary Housing (Section 10.5)
- EJ-PF Public Facilities (Section 10.6)
- EJ-REC Recreation (Section 10.7)
- EJ-CE Civic Engagement (10.8)
- Prioritizing Improvements & Programs (Section 10.9)

These sections will include integrated goals, new goals, and associated policies and implementations as identified as required in the General Plan Guidelines, Chapter 4.8: Environmental Justice Element provided by the Governor's Office of Planning and Research.[1] They will also cover the statute requirements as detailed in the Chapter 4.8 statutory requirements table[2] and referenced above.

All General Plan ELEMENTS incorporated by reference into the Environmental Justice Element include the associated goals, policies and implementations including all updates,

All General Plan GOALS that are incorporated by reference into the Environmental Justice Element include the associated General Plan goals, policies and implementations including all updates.

All General Plan POLICIES incorporated by reference into the Environmental Justice Element include the associated General Plan implementations including all updates.

Any OTHER PLANS incorporated by reference into the Environmental Justice Element include the associated Plan's goals, policies and implementations including all updates.

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[1] 2020 Update: Chapter 4, Section 8: Environmental Justice Element, Governor's Office of Planning and Research, https://opr.ca.gov/docs/20200706-GPG_Chapter_4_EJ.pdf.
[2] 2020 Update: Chapter 4, Section 8: Environmental Justice Element, Governor's Office of Planning and Research, https://opr.ca.gov/docs/20200706-GPG_Chapter_4_EJ.pdf, p. 15.

10.1 DISADVANTAGED COMMUNITIES

A disadvantaged community is defined in the California Government Code §65302 (h)(1) as:

"an area identified by the California Environmental Protection Agency Pursuant to Section 39711 of the Health and Safety Code or an area that is a low-income area that is disproportionately affected by environmental pollution and other hazards that can lead to negative health effects, exposure, or environmental degradation."

To determine the location of disadvantaged communities the use of CalEnviroScreen and its pollution burden data layers is an effective identification mapping tool. CalEnvironScreen was developed by California Environmental Protection (CalEPA). CalEPA developed this CalEnviroScreen to identify communities more sensitive to pollution and are disproportionally burdened by pollution. CalEnvironScreen takes an approximate area's pollution burden and overlays this over the communities of the area to determine disadvantaged communities. To track population characteristics and vulnerabilities, along with area pollution burdens, CalEnvironScreen utilizes 21 indicators.[3] This overlay information and population characteristics designate the top 25 percent of the highest scoring tracts in CalEnvironScreen as disadvantaged communities.

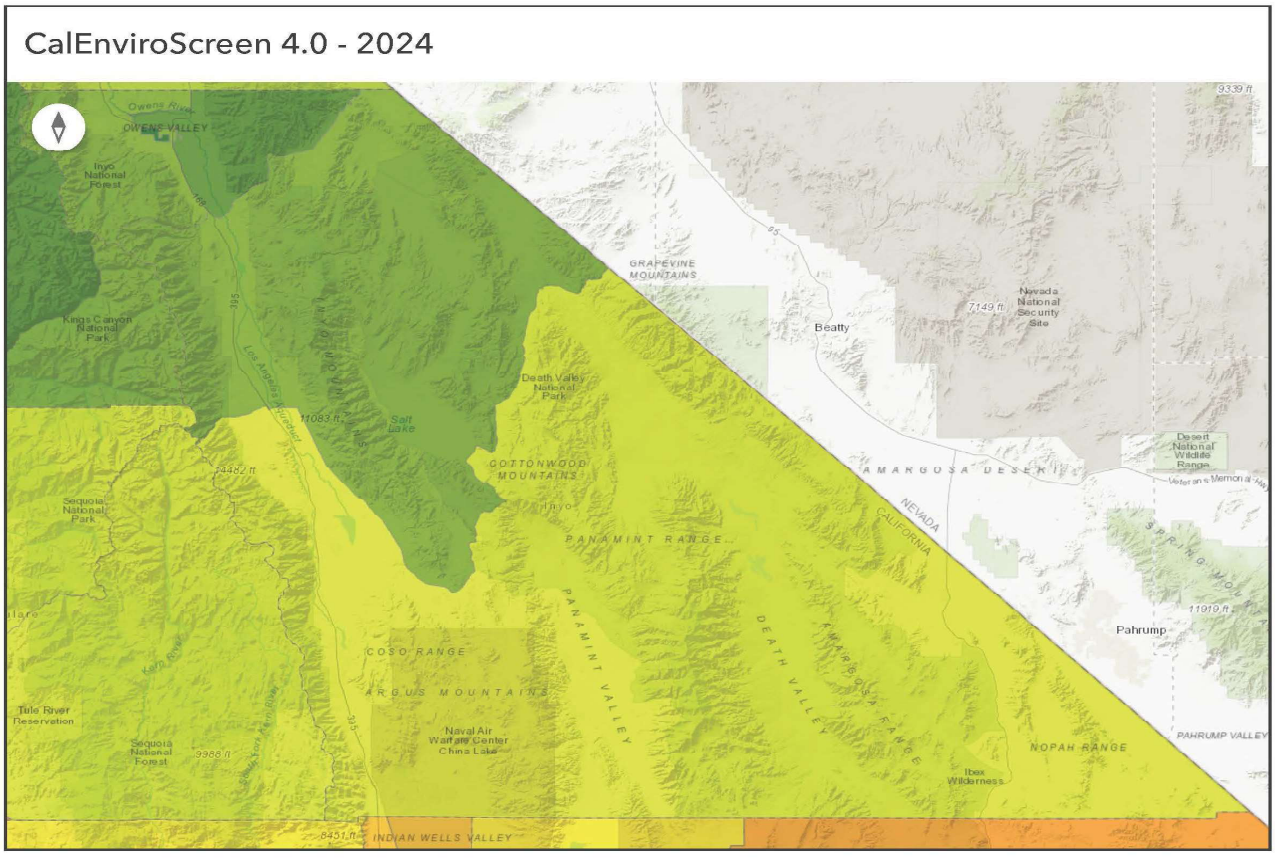
Although the General Plan identifies "Legacy Communities" (*See* General Plan Section 4.2 Land Use Policy LU-1.20), in viewing Inyo County in CalEnvironScreen and taking into consideration CalEPA's identification of disadvantaged communities, it is demonstrated Inyo County has no disadvantaged communities as show in EJ - Diagram 1.

However, as discussed above and is detailed below, Inyo County has taken steps to address the Environmental Justice topics although there are no identified disadvantaged communities in the county. In doing so, Inyo County is being proactive in addressing these issues to prevent pollution impacts on any community.

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[3] *See* https://oehha.ca.gov/calenviroscreen/indicators

EJ – Diagram 1 – CalEnviroScreen



Esri, HERE, Garmin, FAO, USGS, NGA, EPA, NPS

Overall Percentile

CalEnviroScreen 4.0 Results

>90 - 100 (Highest Scores) >80 - 90 >70 - 80 >60 - 70 >50 - 60 >40 - 50 >30 - 40 >20 - 30 >10 - 20 0 - 10 (Lowest Scores)

CalEnviroScreen 4.0 High Pollution, Low Population

10.2 AIR QUALITY

Inyo County has coordinated with plans of the Great Basin Unified Air Pollution Control District (GBUAPCD) in an effort to address air quality and protect people and the environment. GBUAPCD is a regional government agency enforcing federal, state and local air quality and is responsible for developing air quality plans, monitoring air quality, and reporting air quality data for the Great Basin air basin. The GBUAPCD works with other regional and local governments to reduce air pollutant emissions through regulation of the various sources.

10.2.1 Incorporated Goals & Policies

The General Plan has previously addressed air quality in various sections.

In Section 9.2 of the General Plan, air quality is directly referenced through policy and associated implementation provisions previously adopted, which are as follows:

Goals and/or Policies	Title or Reference
Policy AQ-1.1	Regulations to Reduce PM-10
Policy AQ-1.2	Attainment Programs
Policy AQ-1.3	Dust Suppression During Construction
Policy AQ-1.4	Energy Conservation
Policy AQ-1.5	Monitor Regional Development

Section 3.2 of the General Plan, Government, air quality is addressed in previously adopted policy as:

Goals and/or Policies	Title or Reference
Policy Gov-9.1(a)	Mineral Resources Policies

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Section 4.2, Land Use, climate change impacts and industrial pollution are addressed in the following previously adopted policies and associated implementations:

Goals and/or Policies	Title or Reference
Policy LU-1.17	Impacts of New Development on Infrastructure Improvements, Public Facilities, and Services
Policy LU-4.1	Light Industrial Designation (LI)
Policy LU-4.2	General Industrial Designation (GI)
Policy LU-4.4	Pollution Standards

Section 8.4, Mineral & Energy Resources, air quality is addressed in previous adopted policies and associated implementations as follows:

Goals and/or Policies	Title or Reference
Policy MER-1.1	Resource Extraction and the Environment
Policy MER-1.3	SMARA Compliance

The Housing Element of the General Plan addresses air quality through a possible carshare program and the establishment of accessory commercial units and the prospect of allowing light commercial uses in residential zones.

Goals and/or Policies	Title or Reference
Housing Element Program 2.1.7	Regional housing working group, transportation and carshare
Housing Element Program 7.3	Carshare and accessory commercial units

Additionally, Inyo County addresses air pollution in various areas throughout the Multi-Jurisdictional Hazard Mitigation Plan adopted December 12, 2017 as Section 9.8 of the General Plan.

To supplement the above policies and associated implementations of the General Plan, Inyo County continues its on-going efforts to address air pollution with the addition of the following policies and implementations in accordance with Government Code §65302(h)(1)(A).[4]

[4] *See* Environmental Justice Element Section 10.2 – Inyo County has no disadvantaged communities.

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10.2.2 Definition

Climate Adaption. Adjustment or preparation of natural or human systems to new or changing environment that moderates harm or exploits beneficial opportunities.

10.2.3 Goals & Policies

Policy RH-1.6 Minimize Environmental Impacts (Revised 2025)

Insure that all transportation project minimize adverse effects on the environment of the County, to include the evaluation of impacts from emissions and the reduction of emissions through efficient design and the incorporation of innovative transit solutions such as public transit, alternative transit, carshare programs, multi-modal transit and other such options.

Policy WF-1.4 Public Education/Notification of Increased Risks (Revised 2025)

Educate the public about the increased hazards of wildfires due to changing climactic conditions, highlighting strategies such as fuel modification and fire breaks, which decrease the potential for wildfires to occur and in turn reducing air pollution.

Policy EJ-AQ-1.1 Increased Emissions and Climate Change Adaption

Implement climate change adaptation strategies to include tracking, evaluating, and addressing the impacts from emissions resulting from new development proposals.

Policy EJ-AQ-1.2 Address Climate Change Impacts in New Developments

Impacts of climate change resulting from the actions of humans responding to increased temperatures, shall be addressed through such issues as the design and material choices made for new development, including the use of “cool” roof and pavement materials, solar renewable energy systems and efficiency components.

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10.3 FOOD ACCESS

Access to nutritional, healthy and fresh food is key to maintaining a healthy lifestyle. Under California Government Code §65302(h)(1)(A), the General Plan must promote food access in dealing with disadvantaged communities.[5] Keeping a healthy lifestyle through consuming nutritious food can prevent conditions such as obesity, high blood pressure and diabetes among others. However, simply creating access to healthy foods does not alone prevent or reduce adverse health conditions. The concept of having access to healthy foods needs to take into consideration affordability, availability, education, utilization and other means to improve access to healthy foods.

Having such a broad concept of access to healthy foods takes on different objectives in different areas. Inyo County is a large county with small communities, some with little to no access to public transportation, little availability of close access to grocery stores or land to develop farms or gardens. The location of Inyo County in the Eastern Sierra, a very rural area, is a great distance from larger communities such as Las Vegas, Reno/Carson City and Pahrump, NV and Ridgecrest, CA (in Kern County California south of Inyo County). These cities provide the availability to a large selection of healthy, nutritious and affordable food purchase options in box stores such as Walmart Supercenter and Costco. These cities also provide supermarkets such as Smith's, Safeway and Albertsons.

The large selection shopping options are hours away from Inyo County's bigger communities OF Bishop, Big Pine and Lone Pine. The largest option for food access availability is in Bishop in the far north of the county. Bishop grocery shopping options consist of one large supermarket, Vons, two smaller supermarkets, Smart & Final and Grocery Outlet and a few smaller community markets. These shopping options are not nearly the capacity of the larger box stores, though Vons would be considered the largest supermarket in Inyo County. There are smaller markets in the Bishop, Big Pine and Lone Pine areas, but the other smaller communities have much less to no options for access to fresh healthy food, which tends to be overpriced when available. An additional impact to access to food is that a majority of food and produce is trucked in from various locations and provides unreliable options, increased cost and reduced freshness.

10.3.1 Incorporated Goals & Policies

The Inyo County General Plan has previously addressed food access when creating adopted policies and implementations as follows:

Goals and/or Policies	Title or Reference
Policy LU-3.8	New Retail Development
Policy LU-5.3	Agriculture Designation (A)
Policies PT-1.1 through PT-1.7	Public Transportation
GOAL AG-1	Agricultural Resources

[5] *See* Environmental Justice Element Section 10.2 – Inyo County has no disadvantaged communities.

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Housing Element Program 2.1.7	Regional housing working group, transportation and carshare
Housing Element Program 7.3	Carshare and accessory commercial units

An aim for Inyo County is to support local fresh food availability in high density communities with use of community gardens and farmers markets to improve access to fresh food and alleviate the transportation burden for some of the communities. Another aim is to review the zoning code to allow for the establishment of community gardens where land is limited. Additionally, farmers markets could be addressed through zoning to allow for these markets to be a more common theme throughout the county.

10.3.2 Goals & Policies

GOAL EJ-FA-1	Promote access to food that is nutritious and affordable in high density areas and promote healthy eating habits.

Policy LU-3.7 Support of Local Retail Services (Revised 2025)
The County shall support the preservation of local retail establishments in smaller communities to provide local access to goods and services.

Policy EJ-FA-1.1 Community Gardens
Encourage the development of convenient and accessible community gardens and/or other sources of healthy food in appropriate zones where feasible.

Policy EJ-FA-1.2 Farmers Markets
Prioritize and encourage the establishment and operation of farmers markets, farm stands, traditional food markets and vendors, and mobile or delivery markets in appropriate zones where feasible.

Policy EJ-FA-1.3 Healthy Food Establishments
Promote the development of healthy food establishments in areas of high concentration of fast food establishments and convenience stores.

Policy EJ-FA-1.4 Nutritional Education
Promote healthy and nutritional food intake through messages about good food habits and choices.

Policy EJ-FA-1.5 Food Access at Public Events
At County sponsored events promote and prioritize establishments to provide healthy, fresh food including fresh produce options.

Policy EJ-FA-1.6 Transportation to Accessible Food
Encourage the continued use for public transportation in ride share through Eastern Sierra Transportation Authority and promote the establishment of other services to include outlying communities, seniors and individuals with other transportation limitations.

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Policy EJ-FA-1.7 Water for Agriculture

Support responsible and sustainable water use and conservation for use in diversified agriculture.

Policy EJ-FA-1.8 Cooperation for Food Access and Recovery

The County shall cooperate with local stakeholders and food networks to decrease the barriers to the food network and develop policy solutions to address food insecurity and building resilience in food network to increase consistent, readily available access to food for all County residents.

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Table 10-3. Food Access Implementation Measures

				TIMEFRAME	
	Implementation Measure	**Implementing Policy**	**Responsibility**	**2024-2029**	**On-going**
Agricultural Resources 1.0 Revised	Work with the NRCS and the California Department of Conservation to complete studies needed to identify Prime Farmland and Farmland of Statewide Importance.	AG-1.1 AG-1.3	Agricultural Commissioner Farm Advisor/UC Cooperative Extension NRCS		■
Agricultural Resources 2.0 Revised	The County may develop a program to identify Farmland of Local Importance and may maintain a diagram showing the location of these lands. Primary locations for these lands are in the Owens Valley and Sandy Valley areas.	AG-1.1 AG-1.3	Agricultural Commissioner Farm Advisor/UC Cooperative Extension		■
Agricultural Resources 3.0 Revised	The County shall ensure that large land areas (40 acres minimum) that are identified as Prime Farmland, Farmland of Statewide Importance, or Farmland of Local Importance are maintained for agricultural operations. The County may establish and promote a Williamson Act program for protection of these important agricultural lands.	AG-1.1 AG-1.2 AG-1.3 AG-1.4	Agricultural Commissioner Planning		■
Agricultural Resources 4.0 Revised	New development proposals adjacent to agricultural operations shall be reviewed and mitigated to ensure they do not significantly impact agricultural operations or lead to nuisance complaints from new residents.	AG-1.4	Planning Farm Advisor/UC Cooperative Extension		■

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Agricultural Resources 5.0 Revised	The County shall work with local universities and technical schools to encourage the provision of educational programs in agriculture.	AG-1.5	Future Farmers of America 4-H Farm Advisor/UC Cooperative Extension	■
Agricultural Resources 6.1 Revised	Work with LADWP to expand agricultural opportunities as appropriate in areas identified as Prime Farmland or Farmland of Statewide Importance through Implementation Measure 1.0	AG-1.7	Planning Agricultural Commissioner	■
Agricultural Resources 7.0 Revised	The County shall continue to support sustainable agriculture through programs offered by the Agriculture Commissioner's Office	AG-1.8	Agricultural Commissioner Farm Advisor/UC Cooperative Extension	■
EJ-FA 1.0	Evaluate new applications for emphasizing the establishment of community garden(s) and/or farmer's markets.	EJ-FA-1.1 EJ-FA-1.2 EJ-FA-1.3 EJ-FA-1.7	Planning	■
EJ-FA 2.0	Support appropriate efforts to combined food access with other social, cultural and environmental goals including transportation.	EJ-FA-1.2 EJ-FA-1.3 EJ-FA-1.5 EJ-FA-1.6	Planning Public Works Environmental Health Health and Human Services	■
EJ-FA 3.0	Coordinate with the public and other relevant departments and agencies for promotion and education of healthy nutrition.	EJ-FA-1.4 EJ-FA-1.5	Planning Health and Human Services	■

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EJ-FA 4.0	The County shall support responsible and sustainable sources of water use and conservation for a diversity of agricultural uses.	EJ-FA-1.7	Planning Water Department Environmental Health	■
EJ-FA 5.0	Fast track County review of applications for healthy food establishments and/or expansion for new healthy food establishments.	EJ-FA-1.3	Planning	■
EJ-FA 6.0	Promote increased access to farmer's markets, traditional food markets and vendors, and mobile or deliver markets.	EJ-FA-1.2 EJ-FA-1.5 EJ-FA-1.6	Planning Environmental Health Local Growers UC Cooperative Extension	■
EJ-FA 7.0	The County shall develop a list of potential stakeholder contacts to include administering departments and agencies for initiating outreach. After initial outreach the County shall conduct periodic updates to contact lists and conduct periodic outreach efforts as needed to ensure education and awareness programs remain current with changing state and local nutrition guidelines and disease prevention.	EJ-FA-1.8	Health and Human Services Planning Environmental Health	■

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10.4 PUBLIC HEALTH

Under California Government Code §65302(h)(1)(A), the General Plan must identify policies to reduce any unique or compounded health risks in dealing with disadvantaged communities.[6] One of the key options to a healthy life is a healthy lifestyle. A healthy lifestyle is all encompassing when it comes to good health and focuses on a healthy environment and health equity when it comes to planning. A healthy environment and health equity includes, but not limited to: having clean air; clean water; healthy food; healthcare; healthy and safe housing; safety from harmful impacts and available means and equal opportunity to live a healthy lifestyle. Without a healthy environment people may be exposed to harmful effects that can lead to negative health impacts. Such harmful impacts may lead to creating or compounding poor health.

10.4.1 Incorporated Goals & Policies

Providing for the basics of a healthy environment allows individuals and families to provide a foundation on which to have a healthy lifestyle. The basics include, but are not limited to: preventing pollution; adapting to climate change; providing affordable and safe housing; adequate transportation; recreation; education; clean water; and healthy food. These basics are incorporated within this Environmental Justice Element and the General Plan Housing Element as follows:

Goals and/or Policies	Title or Reference
Section 10.2	Air Quality
Section 10.3	Food Access
Section 10.5	Safe & Sanitary Housing
Section 10.6	Public Facilities
Section 10.7	Recreation
Section 10.8	Civic Engagement
Section 10.9	Prioritizing Improvements & Programs
Housing Element Program 2.1.7	Regional housing working group, transportation and carshare
Housing Element Program 7.3	Carshare and accessory commercial units

The concepts and objectives to providing the basics for public health have also been incorporated into the Inyo County General Plan and the Multi-Jurisdictional Hazard Mitigation Plan. A short discussion and a reference are provided to the requisite topics of the General Plan below.

[6] *See* Environmental Justice Element Section 10.2 – Inyo County has no disadvantaged communities.

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Having clean, available water is an important element to life and maintaining a healthy lifestyle. The provision of water also requires maintaining a water supply free from contamination for it to be utilized by the public. Water contamination can contribute to or elevate serious health conditions. The General Plan incorporates water planning through supply management, control and pollution prevention in the following previously adopted policies and associated implementations.

Goals and/or Policies	Title or Reference
GOAL GOV-5	Protection and development of water resources
Policy LU-2.16	Public, Quasi-Public, and Supporting Uses
GOAL PSU-3	To ensure that there will be a safe and reliable water supply sufficient to meet the future needs of the County
GOAL S-2	Recognize development limitations of soil types in review and approval of future development projects to protect public health and safety.
GOAL WR-1	Water Resources
Policy WR-3.2	Sustainable Groundwater Withdrawal
GOAL WR-4	Ensure the protection of water resources and human health related to potential contamination from development at the proposed Yucca Mountain Waste Nuclear Repository and past, present, and future activities at the Nevada Test Site
Section 8.9	Recreation
Element 9.1	Safety

Consideration for public health and fire protection policy provisions and implementations has also been adopted in the General Plan as follows:

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Goals and/or Policies	Title or Reference
GOAL PSU-8	To protect the residents of and visitors to Inyo County from injury and loss of life and to protect property from fire
CWPP as updated for Inyo County and local communities	Community Wildfire Protection Plan

Additionally, Inyo County's adopted Multi-Jurisdictional Hazard Mitigation Plan (MJHMP) Section 9.8 of the General Plan provides for planning in the event of a future hazardous event that has the potential to severely harm human health and safety.[7] The plan covers:

Goals and/or Policies	Title or Reference
Chapter 2	Community Profile
Chapter 3	Hazard Assessment
Chapter 4	Risk Assessment
Chapter 5	Mitigation Actions

The MJHMP provides for the prioritization of hazardous events that include avalanche, dam or aqueduct failure, disease/pest management, drought, flood, geologic hazards, hazardous materials, seismic hazards, severe weather and wildfire. Each hazard provides a description, impact, location and extent, hazardous history, risk of future events and climate change considerations.

The Environmental Justice Element further addresses public health by providing the below policies, implementations and definitions.

10.4.2 New Definitions

Health. A complete state of physical, mental and social well-being, and not merely the absence of disease.

Health Equity. Means every person, regardless of who they are – the color of their skin, their level of education, their gender or sexual identity, whether or not they have a disability, the job they have, or the neighborhood they live in – has an equal opportunity to achieve optimal health.

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[7] Inyo County and City of Bishop, Multi-Jurisdictional Hazard Mitigation Plan, FEMA approved and adopted by the Board of Supervisors, December 2017, pg.1., and as may be updated.

10.4.3 Goals & Policies

Policy PSU-3.1 Efficient Water Use (Revised 2025)

The County shall promote efficient water use and reduced water demand by:

- Requiring water-conserving design and equipment in new construction, including County facilities;
- Encouraging water-conserving landscaping and other conservation measures such as the conversion of turf lawns to drought-tolerant plantings, including at County facilities;
- Encouraging the retrofitting of existing development with water-conserving devices, including County facilities;
- Providing public education programs;
- Distributing outdoor lawn watering guidelines;
- Promoting water audit and leak detection programs;
- Enforcing water conservation programs; and
- Implementing the requirements of the model water efficiency landscape ordinance.

Policy NOI-1.3 Limit Increases in Noise Levels from Stationary Sources (Revised 2025)

Require new development not increase the ambient exterior noise level (measured at the property line) above established County noise standards (as shown in Table 9-9), unless mitigation measures are included to mitigate impacts.

Policy EJ-PH-1.1 Incorporate Healthy Land Use Patterns

The County shall encourage patterns of development that promote healthy lifestyle choices, including development that promotes walkability to goods and services and provision of open space/recreation resource opportunities for residents.

Policy EJ-PH-1.2 Consider Seniors and Other Special Needs Population

The County shall encourage development and design which takes into consideration of the populations such as seniors, large families, children/youth, the disabled and the economically disadvantaged.

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Table 9-9 Maximum Recommended Ambient Noise Exposure by Land Use County Noise Guidelines (Revised 2023)

Land Use Type	Noise Level (Ldn) 0-55	56-60	61-65	66-70	71-75	76-80	>81
Residential							
Hotel, Motels							
Schools, Libraries, Churches, Hospitals, Extended Care Facilities							
Auditoriums, Concert Halls, Amphitheaters							
Sport Arenas, Outdoor Spectator Sport							
Playgrounds, Neighborhood Parks							
Golf Courses, Riding Stables, Water Recreation, Cemeteries							
Office Buildings, Business Commercial and Professional							
Mining, Industrial, Manufacturing, Utilities, Agriculture							

Normally Acceptable. *Specified land use is satisfactory, based on the assumption that any buildings involved are of normal, conventional construction, without any special noise insulation requirements.*

Conditionally Acceptable. *New construction or development should be undertaken only after a detailed analysis of the noise reduction requirements is made and needed insulation features have been included in the design.*

Unacceptable. *New construction or development should not be undertaken.*

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Table 10-4. Public Health Implementation Measures

				TIMEFRAME	
	Implementation Measure	**Implementing Policy**	**Responsibility**	**2022-2025**	**On-going**
Public Services & Utilities 2.0 Revised	The County shall pursue water conservation measures, to include drought-tolerant landscaping, water efficient irrigation systems, the water-efficiency landscape ordinance, and water-conserving components and retro-fitting in new and existing facilities, to include County facilities.	PSU-3.1	Planning Public Works		■

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10.5 SAFE & SANITARY HOUSING

Under California Government Code §65302(h)(1)(A), the General Plan must identify policies to promote safe and sanitary homes in disadvantaged communities.[8] The condition of a house has a direct impact to those who live in the home. Having a safe and sanitary home also impacts the surrounding areas. A safe and sanitary home provides security for the occupant(s) which is a broad focus incorporating being free from health and safety hazards within the home and the community, allows one to live without financial burden relieving stress and provides access to healthy living options. The concepts are incorporated in various aspects throughout the Inyo County General Plan but will be highlighted here under Housing Quality, Affordable Housing and Housing sections followed by new policies.

10.5.1 Incorporated Goals & Policies

A. Housing Quality

The availability of quality housing stock is important to having the option to pursue a healthy lifestyle. Substandard housing stock that is older and is of reduced quality, have not been maintained or updated can lead to pest infestation, water intrusion, mold, poor insulation, asbestos and lead-based paint illness to name a few. These types of substandard housing stock problems can create or impact existing negative health issues, as opposed to newer homes built under specific standards and regulations to prevent negative health impacts. Low-income and minority residents are disproportionately affected by the negative health impacts and other hazards in substandard homes due to lower incomes that reduces housing options and ability to provide home updates and maintenance.

The following are adopted policies and implementations in the Housing Element that include housing rehabilitation funding and code enforcement, energy efficiency, and monitoring adequate sites 2021-2021. This is followed by other General Plan adopted policies and implementations.

Goals and/or Policies	Title or Reference
Housing Element Goal 1.0	Maintain the existing housing stock and eliminate substandard housing conditions in Inyo County
Housing Element Goal 2.0	Provide adequate sites for residential development
Element 4.2	Land Use
Element 4.3	Public Service & Utilities
Section 8.5	Water Resources
Policy EE-1.4	Homeowner incentive programs
Policy EE-1.5	Homeowner recognition programs

[8] *See* Environmental Justice Element Section 10.2 – Inyo County has no disadvantaged communities.

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Element 9.1	Safety

B. Affordable Housing

Having a healthy lifestyle is more than rehabilitating substandard housing, it also includes the ability to afford adequate housing. Adequate housing promotes a stable, stress free, healthy environment. Adequate housing allows residents to balance opportunities one would use to pursue a healthy lifestyle which may include access to food, education, employment and recreation while also taking into consideration such things as transportation.

Low and fixed income communities are limited in options due to their reduced financial abilities to obtain affordable housing, and providing housing maintenance and rehabilitation. This can lead to displacement from options for education, work, transportation, and can further lead to overcrowding in low income areas. Overcrowding invites opportunity for unsafe living conditions and increased health risks. Additionally, having limited to no income can lead to homelessness and displacement of individuals and families and also affects the ability to acquire healthy food, services, health care, transportation and other basic necessities.

The following are adopted policies and implementations in the Housing Element that include housing rehabilitation funding and code enforcement, energy efficiency, monitoring adequate sites 2021-2022, variety of housing, high density housing, manufactured and mobile homes, financial assistance for housing, self-help, purchase assistance programs, compliance with new State Regulations, expedited permit process and project review, and infrastructure. This is followed by other General Plan adopted policies and implementations.

Goals and/or Policies	Title or Reference
Housing Element Goal 1.0	Maintain the existing housing stock and eliminate substandard housing conditions in Inyo County
Housing Element Goal 2.0	Provide adequate sites for residential development
Housing Element 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
Housing Element Goal 4.0	Provide increased opportunity for homeownership
Housing Element Goal 5.0	Remove governmental constraints on housing development
Policy ED-4.6	Compensation to Local Communities

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Policy ED-4.7	Provide Transient Housing
Element 4.3	Public Service & Utilities
Section 7.2	Roads & Highways
Section 7.4	Public Transportation
Section 7.5	Bicycles & Trails
Section 7.9	Other Circulation Topics
GOAL S-2	Recognize development limitations of soil types in review and approval of future development projects to protect public health and safety.
Section 8.5	Water Resources
Section 8.9	Recreation
Policy EE-1.4	Homeowner incentive programs
Policy EE-1.5	Homeowner recognition programs

C. Housing Location

Having the right location of housing can allow residents to engage with their community through work, school, recreation and transportation. Having the options to interact with a surrounding community allows for the development of healthy community amenities through input and contribution from the residents. A community with adequate amenities gives a local public the ability to lower vehicle miles traveled through increased options for transportation, access to grocery stores with fresh, affordable food and produce, and access to health services among other amenities.

Residents with limited to no income or who experience discrimination or have a lack of equal opportunity have difficulty acquiring adequate housing. With substandard housing that are of poor quality and not having the ability to provide maintenance and rehabilitation leads to concentrations of low to no income residents, overcrowding and increased health risks. These areas of concentration isolate residents from options for a stable, less stressful and healthy living environment with adequate amenities.

The following are adopted policies and implementations in the Housing Element that include housing rehabilitation funding and code enforcement, energy efficiency, monitoring adequate sites 2021-2022, variety of housing, high density housing, manufactured and mobile homes, financial assistance for housing, self-help, purchase assistance programs, compliance with new State Regulations, expedited permit process and project review, infrastructure, equal opportunity, residential care facilities, reasonable accommodation, and affirmatively furthering fair housing. This is followed by other General Plan adopted policies and implementations.

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Goals and/or Policies	Title or Reference
Housing Element Goal 1.0	Maintain the existing housing stock and eliminate substandard housing conditions in Inyo County
Housing Element Goal 2.0	Provide adequate sites for residential development
Housing Element 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
Housing Element Goal 4.0	Provide increased opportunity for homeownership
Housing Element Goal 5.0	Remove governmental constraints on housing development
Housing Element Goal 6.0	Promote equal opportunity for all residents to reside in housing of their choice
Housing Element Goal 7.0	Affirmatively furthering fair housing
Policy LU-2.16	Public, Quasi-Public, and Supporting Uses
Element 4.3	Public Service & Utilities
Section 7.2	Roads & Highways
Section 7.4	Public Transportation
Section 7.5	Bicycles & Trails
Section 7.9	Other Circulation Topics
Section 8.5	Water Resources
Section 8.9	Recreation
Element 9.1	Safety
Policy EE-1.4	Homeowner incentive programs
Policy EE-1.5	Homeowner recognition programs
Section 10.2	Air Quality
Section 10.3	Food Access

Inyo County expands on the above incorporated policies and implementation to provide additional policies and implementations to the Safe & Sanitary Housing section of this Environmental Justice Element.

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10.5.2 Goals & Policies

Policy BT-1.2 Bikeway and Trail System in the Region (Revised 2025)

Plan for and provide a continuous and easily accessible bikeway and trail system within the region. Plans shall be based on the bicycle system shown in the Inyo County Collaborative Bikeways Plan.

Policy EJ-SSH-1.1 Protect County Roads

The County shall protect existing County roads from impacts from new development by requiring such new development to either subsidize their impacts or contract for repair/reconstruction of impacts.

Policy EJ-SSH-1.2 Access to Public Lands

The County shall take every opportunity to safeguard existing, and promote additional, access to public lands.

Policy EJ-SSH-1.3 "Legacy Communities" – Disadvantaged Unincorporated Communities (Unlike a Disadvantaged Community)

Legacy communities are defined as communities in which the median household income is 80 percent or less than the statewide median household income, are geographically isolated, are inhabited, and have existed for at least 50 years. In Inyo County the following communities have been identified as Legacy Communities: Charleston View; Darwin; Furnace Creek; Keeler; Lone Pine; Shoshone; Tecopa; Trona; and Wilkerson. The County will continue to encourage upgrades to water, wastewater, stormwater drainage, and structural fire protection in these communities as appropriate.

Policy EJ-SSH-1.4 Legacy Communities Public Facilities

The County shall work to provide for adequate public facilities in Legacy Communities, taking into account local conditions, input from local residents and community character.

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Table 10-5. Safe & Sanitary Housing Implementation Measures

				TIMEFRAME	
	Implementation Measure	**Implementing Policy**	**Responsibility**	**2022-2025**	**On-going**
Roads & Highways 17.0 Revised	For each RTP planning cycle, establish a hierarchy of roads based on the level of service they are expected to provide.	RH-1.9	LTC		■
Bicycle & Trails 6.0 Revised	Incorporate pedestrian and/or equestrian facilities as part of the recreational trails system, and link these to all land use areas. Consider the development and adoption of a pedestrian master plan.	BT-1.2	LTC		■
Other Circulation Topics 8.0 Revised	The County shall work with communications companies to gain access to high-speed communications corridors. In particular, continuing to support and participate in the Digital 395 Initiative.	OCT-2.2	County Administrator Planning Information Services		■
Water Resources 1.0 Revised	The County shall coordinate with LADWP and local water agencies to ensure that water supplies and facilities are planned to serve development projects planned within the County, and that conservation and water-efficient tools are used when possible.	WR-1.1	Public Works Water		■

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10.6 PUBLIC FACILITIES

Under California Government Code §65302(h)(1)(A), the General Plan must identify policies to promote public facilities in disadvantaged communities.[9] Access to public facilities provides opportunities to improve the well-being of a community through engagement within the physical space of the community. They also promote civic participation and social cohesion, access to learning opportunities, quality interaction and safety among residents. Public facilities is broad in that it includes libraries, community centers, and cultural and art facilities, public improvements, public services, parks, schools and community amenities.

10.6.1 Incorporated Goals & Policies

Inyo County has provided and promoted the use and development of public facilities in the General Plan. The considerations taken into place include new development, funding schools, community centers, child care and parks. These provisions are found in the following areas.

Goals and/or Policies	Title or Reference
Policy LU-1.17	Impacts of New Development on Infrastructure Improvements, Public Facilities, and Services
Policy LU-2.16	Public, Quasi-Pubic, and Supporting Uses
Policy LU-5.2	Public Service Facilities Designation (PF)
Policy LU-5.8	Public Service Facilities Provisions
Policy PSU-1.1	Facilities and Services for New Development
GOAL PSU-2	Funding
GOAL PSU-4	Wastewater
GOAL PSU-5	Stormwater Drainage
GOAL PSU-7	Communication Infrastructure
GOAL PSU-9	Law Enforcement
GOAL PSU-10	Gas and Electrical
GOAL PSU-11	Schools
GOAL PSU-12	Child Care
GOAL PT-1	Public Transportation

[9] *See* Environmental Justice Element Section 10.2 – Inyo County has no disadvantaged communities.

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GOAL S-2	Recognize development limitations of soil types in review and approval of future development projects to protect public health and safety.
Section 8.5	Water Resources
Section 8.9	Recreation
Section 7.5	Bicycles & Trails
Section 9.2	Air Quality
Section 9.3	Flood Hazard
Section 9.4	Avalanche Hazard
Section 9.5	Wildfire Hazard
Section 9.6	Geologic & Seismic Hazards
Policy EJ-FA-1.1	Incorporate Healthy Land Use Patterns
Policy EJ-SSH-1.4	Legacy Communities Public Facilities
Housing Element Program 2.1.7	Regional Housing Working Group
Section 9.8	Multi-Jurisdictional Hazard Mitigation Plan
Policy EJ-AQ 10.2	Air Quality

Inyo County expands on the above incorporated policies and implementation to provide additional policies and implementations to the Public Facilities section of this Environmental Justice Element.

10.6.2 Definition

100-Year Flood Zone (Revised 2025)
Defined by the Federal Emergency Management Agency (FEMA) as the flood having a one percent chance of being equaled or exceed in any given year.

10.6.3 Goals & Policies

Policy PSU-6.2 Recycling Facility Location (Revised 2025)
The County shall encourage the development of regional and community-based recycling facilities in heavy commercial and industrial areas, encourage landlords and commercial businesses to provide recycling opportunities, and work to provide recycling containers at all County facilities.

Policy FLD-1.1 Floodplain Limitations (Revised 2025)
The county shall regulate development of habitable structures within floodplain areas (as established by FEMA), and areas within dam inundation zones.

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Policy GEO-1.1 Development Hazard Constraints (Revised 2025)

Unless fully mitigated, restrict development of habitable structures in areas that are subject to severe geologic hazards, such as Alquist-Priolo Special Studies Zone, liquefaction zones, landslide areas, and seismically induced unstable soils.

Policy EJ-PF-1.1 State Responsibility Areas

The County shall encourage incorporation of private lands within State Responsibility Areas into fire districts and amending the classification of these lands to Local Responsibility Area.

Policy EJ-PF-1.2 Onsite Renewable Energy Generation

The County will encourage utilizing onsite renewable generation for onsite uses, including geothermal, wind and solar.

Policy EJ-PF-1.3 Digital 395 Project

The County shall continue to participate in and support expansion of the Digital 395 and Middle and last Mile Projects which will bring fiber network throughout the County.

Table 10-6. Public Facilities Implementation Measures

				TIMEFRAME	
	Implementation Measure	**Implementing Policy**	**Responsibility**	**2022-2025**	**On-going**
Flood Hazard 3.0 Revised	Natural washes (defined as riparian areas and drainages) and areas defined as 100-year flood plains are to be kept free from development that would significantly impact flood way capacity or characteristics, natural/riparian areas, or natural groundwater recharge areas.	FLD-1.2	Planning		■
Flood Hazard 6.0 Revised	County maintained information on mudflows (Implementation Measure 5.0) shall be consulted in the review of development proposals to restrict and/or mitigate development of habitable structures form these areas.	FLD-1.3	Planning		■

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Avalanche Hazard 1.0 Revised	The County shall maintain a map of avalanche hazard zones that are within areas of existing or potential development. The map shall identify areas of low hazard (minor property damage potential but no safety risk) and high hazard areas (potential safety risk).	AVL-1.1 AVL-1.4 AVL-1.6 AVL-1.7	Planning	■
Avalanche Hazard 2.0 Revised	Information on avalanche hazard zones (from existing information or updated information from Implementation Measure 1.0) shall be consulted in the review of development proposals to restrict development of habitable structures from these areas.	AVL-1.1 AVL-1.4	Planning	■
Avalanche Hazard 8.0 Revised	Volunteer corps, such as an Avalanche Watch Program, should be organized in areas of known avalanche hazards. The County encourages search and rescue training for local residents in hazard areas.	AVL-1.4 AVL-1.5 AVL-1.6	Office of Emergency Services	■
Wildfire Hazard 5.0 Revised	The County, as well as local fire protection district staff, shall review all development plans and subdivision maps to provide recommendations for fire prevention and protection, including but not limited to safe circulation, ingress and egress, sprinkler requirements, water	WF-1.2 WF-1.5	Fire Marshall CDF Local Fire Protection Agencies	■

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	pressure requirements, and wildfire protection measures for those areas. Adjacent to open space.			
Wildfire Hazard 2.0 Revised	The County shall work with local fire districts and volunteer fire departments to develop community fire plans to identify the desired level of service and methods to obtain such services, as well as educating the public on preventive measures.	WF-1.1	Office of Emergency Services Fire Marshall Inyo LAFCO	■
Wildfire Hazard 1.0 Revised	The County Fire Marshall shall continue to coordinate with fire agencies, and work to establish additional fire protection organizations, with a principle goal of educating the public about the dangers of, and preventative strategies for, wildfires.	WF-1.1	Fire Marshall	■
Geologic & Seismic Hazards 4.0 Revised	The County shall not site critical facilities in areas within Alquist-Priolo Special Studies Zones, in areas subject to liquefaction, in areas with a high landslide risk, or on seismically unstable soils unless engineering can mitigate potential risks. A geologic/seismic hazards geotechnical engineering study shall be performed to identify potential impacts and engineering	GEO-1.1	Inyo county	■

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	recommendations prior to siting or site acquisition. Critical facilities include: ■ schools, ■ hospitals, ■ day-care and senior citizen centers, police and fire stations, and ■ assembly rooms with an occupant load of 250 or more persons.			
Geologic & Seismic Hazards 8.0 Revised	Ensure new development meets the current seismic safety standards in accordance with the Uniform Building Code for the appropriate Seismic Hazard Zone.	GEO-1.4	Building and Safety	■

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10.7 RECREATION

Under California Government Code §65302(h)(1)(A), the General Plan must identify policies to promote physical activity in disadvantaged communities.[10] Physical activity contributes to a healthy lifestyle which improves an individual's well-being. This positive effect on a person's well-being is a key contributor to improved health, reducing illness and health problems such as diabetes, obesity, cardiovascular disease, high blood pressure, high cholesterol, stress, depression and some cancers. Having a healthy well-being helps to contribute to a healthy environment, which in turn, contributes to a healthy community.

Physical activity comes in many forms of recreation and transportation. Access to parks, open spaces, and recreational facilities provides recreation opportunities for physical activity. These opportunities should be inclusive to ensure seniors and persons with disabilities have access. Recreation includes active transportation in the form of walking and bicycling along with other multimodal alternatives. Allowing active transportation to services, work and/or school promotes daily recommended physical activity contributing to a healthy lifestyle. Active transportation also limits the time spent driving which reduces vehicle miles traveled and reduces air pollution and contribution to climate change.

10.7.1 Incorporated Goals & Policies

Inyo County has provided and promoted recreation and physical activity in the General Plan. The considerations taken into place are off road vehicle use, access to public lands, land use patterns, seniors and special needs, safety, public facilities, transportation, and hiking, backpacking and stock trail networks. These provisions are found in the following areas.

Goals and/or Policies	Title or Reference
GOAL GOV-7	Recreation Policies
Policy EJ-PH-1.1	Incorporate Healthy Land Use Patterns
Policy EJ-PH-1.2	Consider Seniors and Other Special Needs Populations
Policy LU-2.16	Public, Quasi-Public, and Supporting Uses
Policy LU-5.1	Open Space and Recreation Designation (OSR)
Section 7.3	Scenic Highways
Section 7.4	Public Transportation
Section 7.5	Bicycles & Trails
Policy RR-1.1	Preservation of Railroad Right-of-

[10] *See* Environmental Justice Element Section 10.2 – Inyo County has no disadvantaged communities.

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	Way
Policy OCT-1.2	Park-and-Ride Facilities
Section 8.9	Recreation
Section 9.2	Air Quality
Housing Element Program 2.1.7	Regional Housing Working Group

To further promote recreation, Inyo County has provided additional policy and implementations.

10.7.2 Goals & Policies

Policy SH-1.1 Protect the Qualities of Designated Scenic Routes (Revised 2025)

The visual qualities of designated scenic routes should be protected.

Table 10-7. Recreation Implementation Measures

				TIMEFRAME	
	Implementation Measure	**Implementing Policy**	**Responsibility**	**2024-2029**	**On-going**
EJ-REC 1.0	Encourage compatible development within scenic route viewsheds.	SH-1.1	Planning		■
EJ-REC 2.0	Consider measures to enhance development within scenic route view sheds, such as attractive walls, fencing, berms, and landscaping.	SH-1.1	Planning		■

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10.8 CIVIC ENGAGEMENT

Under California Government Code §65302(h)(1)(B), the General Plan must identify policies to promote civic engagement in the public decision-making process in disadvantaged communities.[11] Public engagement is crucial in providing a firm foundation during the decision-making process. This promotes the development of an inclusive community allowing for all economic, cultural, health, safety and environmental matters to be addressed. Having collaboration, partnerships, involvement and other means of participation is beneficial for the community to build for future opportunities and have the capability to experience a stable and less-stressful future. This process includes the individuals in the community along with businesses, agencies and organizations.

10.8.1 Incorporated Goals & Policies

Inyo County provides public engagement through public outreach, public workshops, public meetings, public hearings and public comments as demonstrated through adopted policies and implementation and can be found in various locations in the zoning code. Below is a table of the policies and implementations included in the approved General Plan addressing civic engagement.

Goals and/or Policies	Title or Reference
Policy Gov-1.1	Plans for Agencies, Districts, Utilities, and Local Tribal Government
Policy Gov-2.1	Continue Participation on Collaborative Planning Effort
Policy Gov-2.2	Public Participation
Policy Gov-2.3	Public Involvement
Policy Gov-2.4	Renewable Energy Solar Facility Development Notice to Residents
Policy RH-1.9	Plan Comprehensive Transportation system
Policy CUL-1.1	Partnerships in Cultural Programs
Policy CUL-1.5	Local Tribal Government Consultation
Housing Element Program 2.1.6 – 2.1.7	Regional Housing Group
Housing Element Program 3.1.5	Partnering with Local Organizations

[11] *See* Environmental Justice Element Section 10.2 – Inyo County has no disadvantaged communities.

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Housing Element Program 3.1.6	Major Employer Working Group
Housing Element Program 3.1.7	Establishing a Housing Specialist Position
Housing Element Program 3.2.1	Developer and Property Owner Outreach
Housing Element Program 3.4.1	Mobile Home Park Residents Ownership Assistance
Housing Element Program 4.1.1	Coordination with Self-Help Housing Groups
Housing element Programs 5.1.1 – 5.2.1	Work with Homeowners for Permitting
Housing Element Program 7.2.1	Work with Housing Stakeholder Group
Housing Element Program 7.3	Carshare and accessory commercial units
Policy EJ-SSH-1.4	Legacy Communities Public Facilities
Policy PSU-7.3	Citizen Participation

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10.9 PRIORITIZING IMPROVEMENTS & PROGRAMS

When disadvantaged communities are identified in an area, California Government Code §65302(h)(1)(B) requires the General Plan identify objectives and policies to prioritize improvements and programs to address the needs of these communities. As discussed in Section 10.2 of the Environmental Justice Element, Inyo County has no disadvantage communities. However, there are policies and implementations that provide prioritization to different effort and programs.

10.9.1 Incorporated Goals and Policies

The General Plan of Inyo County has prioritized policies and procedures as identified as needed for the area. The specific prioritizations have been adopted and are as detailed in the below table.

Goals and/or Policies	Title or Reference
Policy Gov-2.3	Public Involvement
Policy GOV-2.4	Renewable Energy Solar Facility Developers Notification
Policy LU-1.2	New Growth
Policy LU-3.9(d)	Central Business District Standards
Policy LU-4.6	Circulation and Safety
Policy PSU-8.1	Fire Protection for New Development
Policy RH-1.1	Prioritize Maintenance, Rehabilitation, and Reconstruction
Policy RH-1.8	Priority to Efficiency Projects
Policy RH-1.9	Plan Comprehensive Transportation System
Policy FLD-1.2	Development in Floodplain
Policy GEO-1.1	Development Hazard Constraints
Policy EJ-FA-1.2	Farmers Markets
Policy EJ-FA-1.5	Food Access at Public Events
Section 9.8	Multi-Jurisdictional Hazard Mitigation Plan

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Additionally, the General Plan also requires, encourages and promotes some objectives before the ultimate end of the goals are met which can be found in several places throughout the General Plan.

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DENELLE CARRINGTON
ACTING COUNTY ADMINISTRATIVE OFFICER

DARCY ISRAEL
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

October 7, 2025

Reference ID: 2025-630

Update from the UC Cooperative Extension Community Economic Development Advisor

County Administrator

NO ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Meaghan McCamman, Deputy County Administrator	Aaron Wilcher

RECOMMENDED ACTION:

Receive an update from the UC Cooperative Extension Community Economic Development Advisor.

BACKGROUND / SUMMARY / JUSTIFICATION:

The purpose of this report is to provide the Board of Supervisors with an update on recent and ongoing projects of the UC Cooperative Extension Community Economic Development Advisor, including upcoming community economic development activities, initiatives, and partnerships aimed at enhancing local economic vitality and supporting residents and businesses.

FISCAL IMPACT:

There is no fiscal impact associated with this agenda item.

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to hear an update from the UC Cooperative Extension Community Economic Development Advisor. This is not recommended, as the Community Economic Development Advisor will provide an update on several important and timely programs that will impact County residents.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Economic Enhancement I Collaborative Regional Economic Development

APPROVALS:

Meaghan McCamman	Created/Initiated - 09/29/2025
Darcy Israel	Approved - 09/29/2025
Meaghan McCamman	Approved - 09/30/2025

Denelle Carrington Final Approval - 09/30/2025

ATTACHMENTS:

1. Community Economic Development Workshop Series Overview
2. Community Economic Development Workshop Series Flyer

UC CE
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UC Cooperative Extension

Eastern Sierra Community Economic Development Workshops






Fall 2025 Pilot Program
Oct 2 - Nov 13, 2025

Building local leadership, skills, and strategies for regional prosperity

Contact:
Aaron Wilcher, CED Advisor. UCCE, Inyo-Mono
awilcher@ucanr.edu
Sept 23, 2025
Inyo County Board of Supervisors


Housing Affordability – 1,163
Housing and Urban Develop. – 817
Affordable Housing and Urban Plan. – 757


Economic Development – 1,006
Innovation & Economic Growth – 750
Workforce Development – 516
Tourism & Recreation – 482
Agriculture & Rural Development – 261
Water & Natural Resources – 166
Local Business & Entrepreneurship – 148
Infrastructure & Transportation – 97


Civic Engagement & Governance – 831
Youth Leadership & Education – 724
Professional Dev. & Capacity Building– 653
Civic Leadership & Participation – 591
Leadership & Training – 298
Education & Youth Programs – 266
Public Engagement & Outreach– 191

Workshop Series at a Glance

Session 1

CED Fundamentals

Introduces CED basics and local context, builds shared understanding, and surfaces key issues to guide future sessions.

Session 2

Understanding the Regional Economy

Explores regional economic data to identify gaps, growth areas, and opportunities in the local economy.

Session 3

Opportunity and Asset Mapping

Maps local assets and resources to priorities and opportunities participants have surfaced.

Session 4

Strategic Planning for CED

Participants turn insights into action creating goals, strategies, and Action Plans.

Audience



Local officials and staff
City, county, and tribal officials; agency and planning staff



Business and nonprofit leaders
Chamber staff, tourism (DMO) and recreation staff



Education & Workforce Partners
Districts, colleges, training providers, intermediaries



Civic & community Organizations
Neighborhood associations, service orgs, cultural and faith groups



Emerging leaders
Young professionals, new civic leaders and voices

What Participants Will Leave With



Understanding of
Regional data and CED concepts and terminology



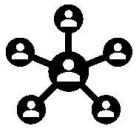
Tools and frameworks
Methods to connect opportunities with assets and set goals



Hands-on experience
Working on planning and strategy



A starter action plan
Clear next steps for projects



Connections and peer network
New connections and partnership to to sustain collaboration

Session dates

Thursday lunch sessions 10:30a - 1pm

- 10/2 (Bishop BRC)
- 10/16 (Mammoth TBD)
- 10/30 (Bishop BRC)
- 11/13 (Mammoth - TBD)

https://ucanr.edu/county/inyo-and-mono-counties/article/ced-workshops-2025

https://docs.google.com/forms/d/e/1FAIpQLSd9a4icg2kIINTLwokJPWZnEaHnjEKKVMnM5BA38YOIkLjUiA/viewform

Help Shape the Future of the Eastern Sierra

Sparking collaboration, shaping strategies.

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Agriculture and Natural Resources

UC Cooperative Extension

4-Session Community Economic Development Workshop Series

Thursdays, 10:30am – 1:00pm
Oct 2 • Oct 16 • Oct 30 • Nov 13
Alternating between Bishop & Mammoth Lakes

What You'll Gain:

This hands-on **Community Economic Development (CED)** series will give you:

- Practical planning & partnership skills
- Local economic data tools & analysis
- Asset-mapping techniques
- Strategies to turn goals into action
- Connections with leaders across the region



Who Should Attend?

Local officials & staff • Business & nonprofit leaders • Workforce & education partners • Civic & community groups • Emerging changemakers

Locations

- Oct 2 – Bishop, Business Resource Center
- Oct 16 – Mammoth Lakes (TBD)
- Oct 30 – Bishop, Business Resource Center
- Nov 13 – Mammoth Lakes (TBD)

Take the Next Step; Fill Out this Interest Form

Be part of shaping the future of our gateway communities.

Contact Aaron Wilcher awilcher@ucanr.edu

760-873-7854

bitly

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DARCY ISRAEL
ASST. CLERK OF THE BOARD

AGENDA ITEM REQUEST FORM

October 7, 2025

Reference ID: 2025-651

Delegate Road Restriction and Closure Authority/ Temporarily Decrease Weight Limit on Brockman Lane

Public Works

ACTION REQUIRED

ITEM SUBMITTED BY	ITEM PRESENTED BY
Shannon Platt, Deputy Public Works Director - Roads	Michael Errante, Public Works Director

RECOMMENDED ACTION:

A) Approve Resolution No. 2025-XX, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Delegating Authority to the Inyo County Road Commissioner to Close or Restrict the Use of County Highways Pursuant to Streets and Highways Code sections 942.5 and 942.6," and authorize the Chairperson to sign; and
B) Approve Resolution No. 2025-XX, titled, "A Resolution of the Board of Supervisors, County of Inyo, State of California, Temporarily Lowering the Weight Limit on Brockman Lane from Highway 395 to Highway 168, Line Street, to 10,000 Pounds," and authorize the Chairperson to sign.

BACKGROUND / SUMMARY / JUSTIFICATION:

1. California Streets and Highways Code, section 942.6, authorizes the Board of Supervisors to delegate to the road commissioner the authority to restrict county road use and/or to close a county road. This authority could be exercised for the protection of the public, protection from damage during storms and during construction, improvement or maintenance operations. As stated in the attached resolution, the Clerk of the Board and the County Supervisor of the impacted district will be notified of any closures or restrictions. If the Board chooses to allow this delegation of authority, it would eliminate many routine Board items such as encroachment permit road closure requests and also speed up the process of, as in this instance, temporarily lowering a weight limit for safety concerns. If the Resolution delegating authority to implement future road restrictions or closures to the road commissioner is not adopted, the temporary weight limit reduction on Brockman Lane discussed below is still requested.

2. During routine bridge inspections, the South Fork Bishop Creek bridge on South Brockman Lane was found to have latent deterioration. The wooden support girders are aging and show signs of dry rot, deformation, and sagging. This deformation has allowed the road surface to settle, resulting in a slight dip in the road. With the significant increase in heavy truck traffic, not only during the current construction on HWY 395, but also with drivers utilizing GPS guidance to show how to avoid going through Bishop, avoiding heavy traffic, it has been determined that temporarily lowering the weight limit on Brockman Lane between HWY 395 and Hwy 168 would safely allow light vehicles access but prevent heavy vehicles from further damaging the bridge until such time as replacement of the bridge can be accomplished. When the actual bridge construction takes place, the road will need to be closed to all traffic. Currently and until construction, the bridge will be routinely monitored for further damage and, if

found, the bridge will be closed to all traffic. A temporary weight limit of ten thousand pounds (10,000lb) and below is believed to be sufficient.

FISCAL IMPACT:

Funding Source	N/A	**Budget Unit**	
Budgeted?		**Object Code**	
Recurrence		**Sole Source?**	

If Sole Source, provide justification below

Current Fiscal Year Impact
None
Future Fiscal Year Impacts
N/A
Additional Information

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

The Board could choose not to adopt the resolution delegating the road commissioner authority to restrict county road use.
When situations arise, necessitating restrictions, they routinely fall into two categories; routine, such as having to close a road to allow a large crane to replace a power pole, or urgent, such as a suspect bridge. In both instances, the Board relies on information from the road commissioner in their decision-making process. To not recognize the experience and background required to be county road commissioner, whose primary function is the safety of the traveling public, causes increased staff time spent on routine matters such as encroachment permits and delays in safety concerns such as the aforementioned bridge.
The Board could choose to not to adopt the resolution temporarily lowering the weight limit on Brockman Lane. This is not advised due to safety concerns.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

None.

STRATEGIC PLAN ALIGNMENT:

Thriving Communities I Community Supporting Infrastructure Improvements
Thriving Communities I Enhanced Transportation Services
High Quality Services I Improved County Facilities
High Quality Services I Public Safety and Emergency Response

APPROVALS:

Ashley Helms	Created/Initiated - 09/17/2025
Darcy Israel	Approved - 09/17/2025
Shannon Platt	Approved - 09/19/2025
Amy Shepherd	Approved - 09/19/2025
Keri Oney	Approved - 09/22/2025
Stacey Simon	Approved - 09/24/2025
John Vallejo	Approved - 09/25/2025

Michael Errante	Approved - 09/25/2025
Nate Greenberg	Final Approval - 09/30/2025

ATTACHMENTS:

1. Resolution Delegating to Road Commissioner
2. Resolution Lowering Brockman Weight

RESOLUTION NO. 2025 -_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA,
DELEGATING AUTHORITY TO THE INYO COUNTY ROAD COMISSIONER
TO CLOSE OR RESTRICT THE USE OF COUNTY HIGHWAYS
PURSUANT TO CALIFORNIA STREETS AND HIGHWAYS
CODE SECTIONS 942.5 AND 942.6**

WHEREAS, the County of Inyo has designated its Director of Public Works as Road Commissioner for the County; and

WHEREAS, section 942.5 of the California Streets and Highways Code ("Code") authorizes the Board of Supervisors to restrict the use of, or close, any county highway in circumstances specified in that section; and

WHEREAS, section 942.6 of the Code allows the Board of Supervisors to delegate the powers contained in section 942.5 to the county road commissioner; and

WHEREAS, the Inyo County Board of Supervisors wishes to delegate the power to close or restrict the use of county highways as set forth in section 942.5 to the Inyo County Road Commissioner;

NOW THEREFORE BE IT RESOLVED by the Inyo County Board of Supervisors that,

1. Pursuant to Streets and Highways Code sections 942.5 and 942.6, the Inyo County Road Commissioner is hereby authorized to restrict the use of, or close, any county highway whenever the Commissioner considers such closing or restriction necessary:

   A. For the protection of the public,
   B. For the protection of such county highway from damage during storms, or
   C. During construction, improvement or maintenance operations thereon.

2. The Road Commissioner shall give prompt notice of any highway restriction or closure made pursuant to this Resolution to the Clerk of the Board of Supervisors and to the Supervisor of the district in which the restriction or closure occurs, describing the reasons therefor and the estimated duration. Where reasonably feasible, the notice required by this paragraph shall be in writing and made prior to the closure or restriction.

PASSED AND ADOPTED this _____ day of _____, 2025, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____

ABSENT: _____

_____
SCOTT MARCELLIN, Chair
Inyo County Board of Supervisors

ATTEST: Nate Greenberg
Clerk of the Board

By: _____
Darcy Ellis, Assistant
Assistant Clerk of the Board

RESOLUTION NO. 2025 -_____

**A RESOLUTION OF THE BOARD OF SUPERVISORS,
COUNTY OF INYO, STATE OF CALIFORNIA,
TEMPORARILY LOWERING THE WEIGHT LIMIT ON BROCKMAN LANE
FROM HIGHWAY 395 TO HIGHWAY 168, LINE STREET, TO 10,000 POUNDS**

WHEREAS, in order to preserve the integrity of the South Fork Bishop Creek bridge on South Brockman Lane, it is necessary to lower the weight restriction on Brockman Lane between Highways 395 and 168 (Line Street) to 10,000 pounds; and

WHEREAS, the restriction shall remain in effect until such time as the bridge can be adequately fortified or replaced;

NOW THEREFORE BE IT RESOLVED by the Inyo County Board of Supervisors that:

1. The weight limit for Brockman Lane, between Highways 395 and 168 (Line Street) is temporarily reduced to 10,000 pounds.
2. The 10,000 pound weight restriction shall remain in effect until the South Fork Bishop Creek bridge is replaced or repaired to a level appropriate to support vehicles in excess of 10,000 pounds.
3. The Road Commissioner shall take such steps as necessary to notify the public of the reduced weight limit.

PASSED AND ADOPTED this _____ day of _____, 2025, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

_____
SCOTT MARCELLIN, Chair
Inyo County Board of Supervisors

ATTEST: Nate Greenberg
Clerk of the Board

By: _____
Darcy Ellis, Assistant
Assistant Clerk of the Board

Department of Alcoholic Beverage Control
State of California

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

ABC 211 (6/99)

TO: Department of Alcoholic Beverage Control
4800 STOCKDALE HWY
STE 213
BAKERSFIELD, CA 93309
(661) 395-2731

File Number: **559079**
Receipt Number:
Geographical Code: **1400**
Copies Mailed Date: **August 28, 2025**
Issued Date:

RECEIVED
SEP 15 2025
By

DISTRICT SERVING LOCATION: **BAKERSFIELD**

First Owner: **R & R OLANCHA PETROLEUM INC.**

Name of Business: **OLANCHA MOBIL MART**

Location of Business: **601 S HIGHWAY 395**
OLANCHA, CA 93549

County: **INYO**

Is Premises inside city limits: **No**

Census Tract: **0008.00**

Mailing Address: (If different from premises address)

Type of license(s): **21**

Dropping Partner: Yes___ No ✓

Transferor's license/name:

License Type	Transaction Type	Master	Secondary LT And Count
21 - Off-Sale General	STK	Y	

License Type	Transaction Description	Fee Code	Dup	Date	Fee
Application Fee	STOCK TRANSFER	NA	0	09/02/25	$975.00
				Total	$975.00

Have you ever been convicted of a felony? **No**
Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

STATE OF CALIFORNIA County of INYO

Date: August 28, 2025

Applicant Name(s)

R & R OLANCHA PETROLEUM INC.

Department of Alcoholic Beverage Control
APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE
ABC 211 (6/99)

State of California

TO: Department of Alcoholic Beverage Control
4800 STOCKDALE HWY
STE 213
BAKERSFIELD, CA 93309
(661) 395-2731

File Number: **671864**
Receipt Number: **3038565**
Geographical Code: **1400**
Copies Mailed Date: **September 11, 2025**
Issued Date:

RECEIVED
SEP 15 2025
By

DISTRICT SERVING LOCATION: **BAKERSFIELD**

First Owner: **MCNEAL ENTERPRISES LLC**

Name of Business: **DEATH VALLEY TACOS**

Location of Business: **420 TECOPA HOT SPRINGS RD**
TECOPA, CA 92389

County: **INYO**

Is Premises inside city limits: **No**

Census Tract: 8.00

Mailing Address:(If different from premises address): **PO BOX 420**
TECOPA, CA 92389

Type of license(s): **41**

Dropping Partner: Yes___ No ✓

Transferor's license/name:

License Type	Transaction Type	Master	Secondary LT And Count
41 - On-Sale Beer And Wine - Eating	ORI	Y	

License Type	Transaction Description	Fee Code	Dup	Date	Fee
Application Fee	ADD PRIMARY LICENSE TYPE	NA	0	09/03/25	$1,105.00
Application Fee	FEDERAL FINGERPRINTS	NA	1	09/08/25	$24.00
Application Fee	STATE FINGERPRINTS	NA	1	09/08/25	$39.00
41 - On-Sale Beer And Wine - Ea	ANNUAL FEE	NA	0	09/03/25	$550.00
				Total	$1,718.00

Have you ever been convicted of a felony? **No**
Have you ever violated any provisions of the Alcoholic Beverage Control Act, or regulations of the Department pertaining to the Act? **No**

STATE OF CALIFORNIA County of INYO

Date: September 3, 2025

Applicant Name(s)

MCNEAL ENTERPRISES LLC

Commissioners
Erika Zavaleta, President
Santa Cruz
Samantha Murray, Vice President
La Jolla
Jacque Hostler-Carmesin, Member
McKinleyville
Eric Sklar, Member
Saint Helena
Darius W. Anderson, Member
Kenwood

STATE OF CALIFORNIA
Gavin Newsom, Governor

Fish and Game Commission

Wildlife Heritage and Conservation
Since 1870

Melissa A. Miller-Henson
Executive Director
P.O. Box 944209
Sacramento, CA 94244-2090
(916) 653-4899
fgc@fgc.ca.gov

www.fgc.ca.gov

Revised* Meeting Agenda
October 8-9, 2025

East End Complex Auditorium
1500 Capitol Avenue
Sacramento, CA 95814

Join us in person in Sacramento to provide public comment or observe the meeting.

Options for Remote Public Comment via Zoom or Phone

To join the meeting remotely via Zoom (video and audio), click directly on the meeting link at https://us02web.zoom.us/j/82701789556. You can access detailed instructions for joining by phone or Zoom by clicking here or visit the Commission meetings page at fgc.ca.gov/meetings; for instructions on how to join by phone (audio only), refer to Option 3.

The Commission will make a reasonable effort to provide the public additional opportunities to observe or provide comment in the meeting through the Zoom webinar platform by computer, mobile device, or telephone connections. However, the Commission cannot guarantee the accessibility or functionality of the remote connection options. Should technical issues affect remote attendee access or webinar quality, an attempt will be made to resolve them; however, the meeting will continue with in-person attendees.

Option for Remote Observation Without Public Comment

To watch or listen only, on the day of the meeting visit http://www.fgc.ca.gov (link is on the right side of the page). The Commission will make a reasonable effort to live-stream the meeting to allow the public to observe the meeting from a remote location without providing comments. However, the Commission cannot guarantee the accessibility or functionality of the webcast.

***This agenda has been revised in two ways:**

- **Modified Item 24 commercial coonstripe shrimp fishery regular rulemaking to an update and to recommend that authorization for the notice be continued to the December 10-11, 2025 meeting.**
- **Under Public Receipt of Documents, added a petition to list the northern and southern populations of western spadefoot (*Spea hammondii*) as threatened or endangered under the California Endangered Species Act.**

Notes: (1) See important meeting deadlines and procedures, including written public comment deadlines, starting on page 13.

(2) A list of reports or other significant documents received by the commission since its August 2025 meeting is on page 7.

(3) Unless otherwise indicated, the California Department of Fish and Wildlife is identified as Department.

(4) All section and subsection references are to Title 14 of the California Code of Regulations (CCR), unless otherwise noted.

October 8, 2025; 9:00 AM

Call to order and roll call to establish a quorum

1. Consider approving agenda and order of items

General Public Comment

2. General public comment for items not on the agenda

Receive public comment regarding topics within the Commission's authority that are not included on either day of the October 8-9, 2025 agenda.

Note: The Commission may not discuss or take action on any matter raised during this item, except to decide whether to place the matter on the agenda of a future meeting (sections 11125 and 11125.7(a), California Government Code).

Consent Items

Note: Items on the consent calendar are expected to be routine and non-controversial. After any public comment, the Commission will consider approving items on the consent calendar in a single vote without discussion. The presiding commissioner may choose to remove any item from the consent calendar and allow a separate discussion and potential action on that item in response to a request by a Commission member, staff, or an interested person.

3. Annual private lands wildlife habitat enhancement and management area (PLM) plan (consent)

Consider approving the annual PLM plan for Tejon Ranch PLM (Kern and Los Angeles counties). (Pursuant to Section 601)

4. Morro manzanita take provision (consent)

Consider adopting the proposed regulation regarding take of Morro manzanita while a candidate species under the California Endangered Species Act (CESA), pursuant to Section 2084 of the California Fish and Game Code and consider taking final action under the California Environmental Quality Act. (Add Section 749.14)

5. Invasive non-native mussels (including golden, pond, and axe-head mussels) and green crab (consent)

Consider adopting proposed amendments to regulations adding invasive non-native mussels of the *Limnoperna* (including golden mussel), *Sinanodonta* (pond mussels) and *Xenostrobus* (axe-head mussels) genera, and green crab (*Carcinus maenas*), to the list of live animals restricted from importation, transportation and possession. (Amend Section 671)

6. Application for a restricted species permit amendment (consent)
Review an application to amend a restricted species permit to import, possess, transport, rear, or conduct research on transgenic western clawed and African clawed frogs, and take action consistent with Commission regulations, if warranted.
(Pursuant to subsection (a)(8)(H) of Section 671.1)

7. Western burrowing owl (consent)
Consider approving the Department's request for a six-month extension to deliver the one-year status review report on the petition to list western burrowing owl (*Athene cunicularia hypugaea*) as threatened or endangered under CESA.
(Pursuant to Section 2074.6 Fish and Game Code)

8. Regulation change petitions (wildlife and inland fisheries) (consent)
(Pursuant to Section 662)

(A) ***Petitions for action today***
Consider whether to grant, deny, or refer for additional review, petitions for regulation change received at previous meetings. Petitions granted today will be added to the rulemaking calendar for development and future consideration.

I. *Petition 2023-13: Request to clarify regulatory language regarding the use of traps, including type of traps and disposition of animals trapped*

II. *Petition 2025-09: Request to allow non-salmonid fishing in currently closed areas of the upper Klamath River*

(B) ***New petitions***
Receive new petitions for regulation change.

Consideration of new petitions (whether to grant, deny, or refer for additional review) is expected to be scheduled for the December 10-11, 2025 Commission meeting.

(C) ***Referred petitions***
Receive comments on petitions previously referred by the Commission to staff, legal counsel, a Commission committee, or the Department for review and recommendation.

Commission action on any referred petition will be scheduled for consideration once a recommendation is received.

9. Non-regulatory requests from previous meetings (wildlife and inland fisheries) (consent)
Consider and potentially act on non-regulatory requests submitted by members of the public at previous meetings.

Discussion and Action Items

10. Commission executive director and Department reports

(A) ***Commission executive director***

I. Resolution recognizing National Disability Employment Awareness Month

(B) ***Department director and Law Enforcement Division***

11. Committee and Department reports

(A) ***Wildlife Resources Committee***
Receive summary and consider approving recommendations from the September 11, 2025 committee meeting. Discuss referred topics and consider revisions to topics and timing.

(B) ***Department Wildlife and Fisheries Division, and Department Ecosystem Conservation Division***
Receive updates from Department divisions on items of note since the previous Commission meeting.

12. Pacific pocket mouse
Consider and potentially act on the petition, the Department's evaluation report, and comments received to determine whether listing Pacific pocket mouse (*Perognathus longimembris pacificus*) as threatened or endangered under the California Endangered Species Act may be warranted.
(Pursuant to sections 2074 and 2074.2, California Fish and Game Code)

13. Gerry's curly-leaved monardella
Consider and potentially act on the petition, the Department's evaluation report, and comments received to determine whether listing Gerry's curly-leaved monardella (*Monardella sinuata subsp. gerryi*) as an endangered species under the California Endangered Species Act may be warranted.
(Pursuant to sections 2074 and 2074.2, California Fish and Game Code)

14. Recreational take of striped bass
Consider adopting proposed amendments to recreational striped bass harvest size limits and consider taking final action under the California Environmental Quality Act.
(Amend sections 5.75 and 27.85)

15. California Waterfowlers Hall of Fame
Commission recognition of newly inducted members of the California Waterfowlers Hall of Fame.

16. Wild trout waters
Receive, discuss, and potentially adopt proposed amendments to the *Commission-Designated Wild Trout Waters Policy*.
(Pursuant to Section 1727, California Fish and Game Code)

The Department and staff will recommend this item be continued to a future meeting.

17. State Water Resources Control Board: Providing water for fish and wildlife and their habitats
Receive and discuss presentations from leadership at the State Water Resources Control Board regarding actions the board has recently taken, or will consider in the near future, to contribute clean and cold water to California's rivers and streams, and to help ensure healthy habitats for the state's fish and wildlife.

October 9, 2025; 8:30 AM

Call to order and roll call to establish a quorum

Consent Items

Note: Items on the consent calendar are expected to be routine and non-controversial. After any public comment, the Commission will consider approving items on the consent calendar in a single vote without discussion. The presiding commissioner may choose to remove any item from the consent calendar and allow a separate discussion and potential action on that item in response to a request by a Commission member, staff, or an interested person.

18. Recreational take of rockfish, cabezon, greenling, and lingcod regular rulemaking (consent)
Consider authorizing publication of a notice of intent to amend regulations regarding recreational take of rockfish, cabezon, greenling, and lingcod.
(Amend sections 1.91, 27.25, 27.30, 27.35, 27.40 and 28.55)

19. Donating sport-caught fish (consent)
Consider authorizing publication of a notice of intent to amend regulations regarding donating sport-caught fish.
(Amend Section 231)

Staff will recommend this item be continued to the December 10-11, 2025 meeting.

20. Application for a restricted species permit amendment (consent)
Review an application to amend a restricted species permit to import, possess, transport, rear, or conduct research on transgenic sea urchin, and take action consistent with Commission regulations, if warranted.
(Pursuant to subsection (a)(8)(H) of Section 671.1)

21. Regulation change petitions (marine) (consent)
(Pursuant to Section 662)

(A) ***Petitions for action today***
Consider whether to grant, deny, or refer for additional review, petitions for regulation change received at previous meetings. Petitions granted today will be added to the Commission's rulemaking calendar for development and future consideration.

I. *Petition 2025-05: Request to allow filleting of striped bass on commercial passenger fishing vessels*

II. *Petition 2025-08: Request to allow recreational take of gooseneck barnacles*

(B) ***New petitions***
Receive new petitions for regulation change.

Consideration of new petitions (whether to grant, deny, or refer petitions for additional review) is expected to be scheduled for the December 10-11, 2025 Commission meeting.

(C) ***Referred petitions***

Receive public comments on petitions previously referred by the Commission to staff, legal counsel, a Commission committee, and/or the Department for review and recommendation.

Commission action on any referred petition will be scheduled for discussion and consideration once a recommendation is received.

Comments related to the structure for future Commission or committee review and discussion of MPA (marine protected area) petitions and evaluations will be received under Agenda Item 23(B), Marine Resources Committee.

22. Non-regulatory requests from previous meetings (marine) (consent)

Consider and potentially act on non-regulatory requests submitted by members of the public at previous meetings.

Discussion and Action Items

23. Committee and Department reports

(A) ***Tribal Committee***

Discuss referred topics and consider revisions to topics and timing. Consider approving draft agenda topics for the next committee meeting to be held December 9, 2025.

(B) ***Marine Resources Committee***

I. Review and discuss topics referred to the committee and consider revisions to topics and timing. Consider approving draft agenda topics for the next committee meeting and proposed date change from November 5-6, to a single day on November 6, 2025.

II. MPA (marine protected area) petitions review process: Discuss the future review process for MPA petitions and evaluations, including whether to hold future discussions within MRC or move to the Commission as a "committee-of-the-whole" format.

(C) ***Department Marine Region***

Receive updates on items of note since the previous Commission meeting.

24. Commercial coonstripe shrimp fishery regular rulemaking

Receive an update on development of a regular rulemaking to amend regulations regarding the commercial coonstripe shrimp fishery.
(Amend sections 180.15 and 108.2)

Staff will recommend that authorization for a notice to amend regulations be continued to the December 10-11, 2025 meeting.

25. Commercial bull kelp harvest restrictions

Discuss and consider adopting proposed amendments to regulations regarding temporary commercial bull kelp harvest restrictions along the north coast and the closure of lease-only administrative kelp beds 308, 309 and 312 until January 1, 2029.
(Amend sections 165 and 165.5)

26. Recreational red abalone closure extension

Discuss proposed amendments to regulations to extend the temporary red abalone recreational fishery closure in northern California until April 1, 2036, extending the "sunset" date by ten years.
(Amend Section 29.15)

27. Commission administrative items

(A) ***Legislative report***
Receive updates on state and federal legislation and regulatory activity, and consider providing direction to staff on potential actions.

(B) ***Rulemaking timetable updates***
Review and consider approving changes to the perpetual timetable for anticipated regulatory actions.

(C) ***Future meetings and new business***
Review logistics and approve draft agenda items for the next Commission meeting (December 10-11, 2025), consider any changes to approved meeting dates or locations, or introduce new business for a future meeting agenda.

28. General public comment for items not on the agenda

Receive public comment regarding topics within the Commission's authority that are not included on either day of the October 8-9, 2025 agenda.

Note: The Commission may not discuss or take action on any matter raised during this item, except to decide whether to place the matter on the agenda of a future meeting (Section 11125 and subdivision 11125.7(a), California Government Code).

Adjourn

Public Receipt of Documents

This section of the agenda highlights reports or other significant documents received by the Commission since the previous meeting. Any Commission discussion or action on these documents will be noticed and placed on the agenda of a future meeting. Since August 9, 2025, the Commission has received 22 documents.

Petitions from John C. Hunter, Ph.D. to list 19 plants under the California Endangered Species Act:

1. Abbott's bushmallow (*Malacothamnus abbottii*) list as endangered
2. Alkali-sink goldfields (*Lasthenia chrysantha*) list as threatened
3. Bearded popcornflower (*Plagiobothrys hystriculus*) list as threatened
4. California beaked-rush (*Rhynchospora californica*) list as endangered
5. Carquinez goldenbush (*Isocoma arguta*) list as threatened
6. Diamond-petaled California poppy (*Eschscholzia rhombipetala*) list as endangered
7. Ferris' milkvetch (*Astragalus tener* var. *ferrisiae*) list as endangered
8. Guggolz's harmonia (*Harmonia guggolziorum*) list as endangered

9. Legenere (*Legenere limosa*) list as threatened
10. Lesser saltscale (*Atriplex minuscula*) list as threatened
11. Lime Ridge navarretia (*Navarretia gowenii*) list as threatened
12. Mount Burdell jewelflower (*Streptanthus anomalus*) list as endangered
13. Pajaro manzanita (*Arctostaphylos pajaroensis*) list as threatened
14. Red Bluff dwarf rush (*Juncus leiospermus* var. *leiospermus*) list as threatened
15. Rincon Ridge ceanothus (*Ceanothus confusus*) list as threatened
16. Shasta orthocarpus (*Orthocarpus pachystachyus*) list as endangered
17. Slough thistle (*Cirsium crassicaule*) list as endangered
18. Small pincushion navarretia (*Navarretia myersii* ssp. *deminuta*) list as endangered
19. Veiny monardella (*Monardella venosa*) list as endangered

Additional information about the 19 petitions are available at https://fgc.ca.gov/CESA under "Active Petitions."

20. Department's status review report for the petition to list Bear Lake buckwheat (*Eriogonum microtheca var. larcus-ursi*) as endangered under the California Endangered Species Act; consideration of whether the petitioned action may be warranted is scheduled for December 2025. Additional information about the petition is available on the Commission's website at https://fgc.ca.gov/CESA under "Active Petitions."

21. A petition from the Center for Biological Diversity to list Bendire's thrasher (*Toxostoma bendirei*) and LeConte's thrasher (*Toxostoma lecontei*) as threatened or endangered under the California Endangered Species Act. Additional information about the petition is available at https://fgc.ca.gov/CESA under "Active Petitions."

22. Department's "White Seabass Fishery Management Plan 2023-2024 Annual Review" report. (Pursuant to Section 5.9, White Seabass Fishery Management Plan)

23. A petition from the Center for Biological Diversity to list the northern and southern populations of western spadefoot (*Spea hammondii*) as threatened or endangered under the California Endangered Species Act. Additional information about the petition is available at https://fgc.ca.gov/CESA under "Active Petitions."

Executive Session

(Not open to the public)

At a convenient time during the regular agenda of its October 8-9, 2025 meeting, the Commission will recess from the public portion of the agenda and conduct a closed session on the agenda items below. The Commission is authorized to discuss these matters in a closed session pursuant to Government Code Section 11126, subdivisions (a)(1), (c)(3), and (e)(1), and Fish and Game Code Section 309. After closed session, the Commission will reconvene in public session, which may include announcements about actions taken during closed session.

(A) Pending litigation to which the Commission is a party

I. United Water Conservation District v. California Fish and Game Commission (challenge to final Southern California steelhead CESA listing decision).

II. The People of the State of California v. Hannam Chain U.S.A., Inc., et al. (restricted species) and Hannam Chain U.S.A., Inc., et al. v. California Fish and Game Commission (challenge to restricted species regulation)

III. The Ballona Wetlands Land Trust v. California Fish and Game Commission and California Dept. of Fish and Wildlife (challenge to decisions related to public uses on an ecological reserve)

IV. The Ballona Wetlands Land Trust v. California Fish and Game Commission (Ballona Wetlands Ecological Reserve petition for regulation change)

V. Borba et al. v. Merced Co, Merced Irrigation Dist., California Dept. of Fish and Wildlife, and California Fish and Game Commission (complaint for damages related to flooding)

VI. Perez-Ramirez et al. v. County of Merced, City of Merced, Merced Irrigation Dist., California Dept. of Fish and Wildlife, and California Fish and Game Commission (complaint for damages related to flooding)

VII. Glenn et al. v. County of Merced, City of Merced, Merced Irrigation Dist., California Dept. of Fish and Wildlife, and California Fish and Game Commission (complaint for damages related to flooding)

(B) Possible litigation involving the Commission

(C) Staffing

(D) Deliberation and action on license and permit items

I. Consider the proposed decision in FGC Case No. 24ALJ10-FGC, regarding the revocation of Tung Thanh Nguyen's sport fishing license.

II. Consider the accusation in FGC Case No. 24ALJ16-FGC, regarding suspension of Odysseus Richcreek's commercial fishing license.

III. Consider the accusation in FGC Case No. 24ALJ36-FGC, regarding suspension of David James Bitts's Dungeness crab vessel permit.

California Fish and Game Commission
Meeting Schedule

Note: As meeting dates and locations can change, please visit www.fgc.ca.gov for the most current list of meeting dates and locations. All Commission meetings will include a webinar/teleconference option for attendance and every effort will be made to ensure that committee meetings include the same.

Meeting Date	Commission Meeting	Committee Meeting
November 5-6, 2025		**Marine Resources** Natural Resources Headquarters Building 715 P Street, 2nd Floor Sacramento, CA 95814
December 9, 2025		**Tribal** Natural Resources Headquarters Building 715 P Street, 2nd Floor Sacramento, CA 95814
December 10-11, 2025	Natural Resources Headquarters Building 715 P Street, 2nd Floor Sacramento, CA 95814	
January 13, 2026		**Wildlife Resources** Natural Resources Headquarters Building 715 P Street, 2nd Floor Sacramento, CA 95814
February 11-12, 2026	Natural Resources Headquarters Building 715 P Street, 2nd Floor Sacramento, CA 95814	
March 12, 2026		**Marine Resources** Natural Resources Headquarters Building 715 P Street, 2nd Floor Sacramento, CA 95814
April 14, 2026		**Tribal** Natural Resources Headquarters Building 715 P Street, 2nd Floor Sacramento, CA 95814
April 15-16, 2026	Natural Resources Headquarters Building 715 P Street, 2nd Floor Sacramento, CA 95814	
May 6, 2026	Teleconference Sacramento, Trinidad, Sonoma, Santa Cruz, and La Jolla	

Meeting Date	Commission Meeting	Committee Meeting
May 14, 2026		**Wildlife Resources** Natural Resources Headquarters Building 715 P Street, 2nd Floor Sacramento, CA 95814
June 17-18, 2026	Sacramento area	
July 15-16, 2026		**Marine Resources** Natural Resources Headquarters Building 715 P Street, 2nd Floor Sacramento, CA 95814
August 11, 2026		**Tribal** Natural Resources Headquarters Building 715 P Street, 2nd Floor Sacramento, CA 95814
August 12-13, 2026	Natural Resources Headquarters Building 715 P Street, 2nd Floor Sacramento, CA 95814	
September 10, 2026		**Wildlife Resources** Natural Resources Headquarters Building 715 P Street, 2nd Floor Sacramento, CA 95814
October 14-15, 2026	Natural Resources Headquarters Building 715 P Street, 2nd Floor Sacramento, CA 95814	
November 12-13, 2026		**Marine Resources** Natural Resources Headquarters Building 715 P Street, 2nd Floor Sacramento, CA 95814
December 15, 2026		**Tribal** Natural Resources Headquarters Building 715 P Street, 2nd Floor Sacramento, CA 95814
December 16-17, 2026	Natural Resources Headquarters Building 715 P Street, 2nd Floor Sacramento, CA 95814	

Other Meetings of Interest

Meetings listed here are organizations for which the Commission: (1) is a member, or (2) takes action based upon regulations developed by that organization.

Association of Fish and Wildlife Agencies

- September 13-16, 2026 – Lancaster, PA

Pacific Fishery Management Council

- November 13-19, 2025 – Costa Mesa, CA
- March 4-10, 2026 – San Francisco, CA
- April 7-13, 2026 – Portland, OR
- June 11-17, 2026 – Spokane, WA
- September 17-23, 2026 – Vancouver, WA
- November 13-19, 2026 – Orange County, CA

Pacific Flyway Council

- March 31, 2026 – Columbus, OH
- August or September 2026 – Date and location TBD

Wildlife Conservation Board

- November 20, 2025 – Sacramento, CA
- February 2026 – Sacramento, CA
- May 2026 – Sacramento, CA
- August 2026 – Sacramento, CA
- November 2026 – Sacramento, CA

Important Commission Meeting Procedures Information

Welcome to a Meeting of the California Fish and Game Commission

This year marks the 156th year of operation of the Commission in partnership with the California Department of Fish and Wildlife. Our goal is the preservation of our heritage and conservation of our natural resources through informed decision making; Commission meetings are vital in achieving that goal and we provide this information to be as effective and efficient toward that end. Welcome, and please let us know if you have any questions.

Persons with Disabilities

Persons with disabilities needing reasonable accommodation to participate in public meetings or other Commission activities are invited to contact the Department's Civil Rights Office (CRO) at civilrights@wildlife.ca.gov. Accommodation requests for facility and/or meeting accessibility and requests for American Sign Language interpreters should be submitted at least two weeks prior to the event. Requests for real-time captioners should be submitted at least four weeks prior to the event. These timeframes are to help ensure that the requested accommodation is met. If a request for an accommodation has been submitted but is no longer needed, please contact the CRO immediately.

Stay Informed

To receive meeting agendas and regulatory notices about those subjects of interest to you, visit the Commission's website, www.fgc.ca.gov, to sign up on our electronic mailing lists.

Submitting Written Comments

The public is encouraged to comment on any agenda item. Submit written comments by one of the following methods: E-mail to fgc@fgc.ca.gov; mail to California Fish and Game Commission, P.O. Box 944209, Sacramento, CA 94244-2090; deliver to California Fish and Game Commission, 715 P Street, 16th Floor, Sacramento, CA 95814 (you must call at least one business day in advance to arrange delivery). Materials provided to the Commission may be made available to the general public.

Comment Deadlines

The ***Comment Deadline*** for this meeting is **5:00 p.m. on September 25, 2025**. Written comments received at the Commission office by this deadline will be made available to Commissioners prior to the meeting.

The ***Supplemental Comment Deadline*** for this meeting is **noon on October 3, 2025**. Comments received by this deadline will be made available to Commissioners at the meeting.

After these deadlines, written comments may be delivered in person to the meeting. Please bring 12 copies of written comments to the meeting and give them to the designated staff member just prior to speaking.

Petitions for Regulation Change

Any person requesting that the Commission adopt, amend, or repeal a regulation must complete and submit form FGC 1, *Petition to the California Fish and Game Commission for Regulation Change* (as required by Section 662, Title 14, CCR), available at https://fgc.ca.gov/Regulations/Petition-for-Regulation-Change. To be received by the

Commission at this meeting, petition forms must be received by the ***Supplemental Comment Deadline*** or delivered in person at the meeting during the regulation change petitions agenda item. Petitions received at this meeting will be scheduled for consideration at the next regularly scheduled business meeting, unless the petition is rejected under staff review pursuant to subsection 662(b), Title 14, CCR.

Non-Regulatory Requests

All non-regulatory requests follow a two-meeting cycle to ensure proper review and thorough consideration of each item. All requests submitted by the ***Supplemental Comment Deadline*** (or heard during general public comment at the meeting) will be scheduled for receipt at this meeting and scheduled for consideration at the next regularly scheduled business meeting.

Speaking at the Meeting

To speak on an agenda item in-person**,** please complete a "speaker card" and provide it to the designated staff member before the agenda item is announced. Please complete one speaker card per item. Cards will be available near the entrance of the meeting room.

To speak on an agenda item via Zoom or phone*,* please "raise" your hand either through the Zoom function or by pressing *9 once on your phone when prompted at the beginning of the agenda item.

1. In-person speakers will be identified in groups; please line up when your name is called. Speakers on Zoom or phone will be identified by your Zoom display name or the last three digits of your phone number; listen closely for when your name or number is called.
2. When addressing the Commission, please give your name and the name of any organization you represent, and provide your comments on the item under consideration.
3. If there are several speakers with the same concerns, you are encouraged to appoint a spokesperson and avoid repetitive testimony.
4. The presiding commissioner will allot between one and three minutes per speaker per agenda item, subject to several exceptions:
    a. The presiding commissioner may allow up to five minutes for an individual speaker if a minimum of three individuals who are present when the agenda item is called have ceded their time to the designated spokesperson, and the individuals ceding time forfeit their right to speak to the agenda item.
    b. In-person participants ceding their time shall complete a speaker card and approach the staff table with the spokesperson so that staff may confirm the presence of those ceding their time. Persons participating via Zoom or phone and ceding their time to another speaker must notify the Commission at fgc@fgc.ca.gov prior to the start of the agenda item, including to whom they are ceding their time, and must be present during the agenda item.
    c. Individuals may receive advance approval for additional time to speak if such requests are received by email or delivery to the Commission office by the ***Supplemental Comment Deadline***. The president or designee will approve or deny the request no later than 5:00 p.m. two days prior to the meeting.
    d. An individual requiring an interpreter is entitled to at least twice the allotted speaking time pursuant to Government Code Section 11125.7(c).

e. An individual may receive additional time to speak to an agenda item at the request of any commissioner.

Agenda items may be heard in any order and on either day pursuant to the discretion of the presiding commissioner.

Visual Presentations/Materials

All electronic presentations must be submitted by the ***Supplemental Comment Deadline*** and approved by the Commission executive director before the meeting.

1. Electronic presentations must be provided by email to fgc@fgc.ca.gov. If the presentation file is too large to send via email, contact staff to identify an alternative method for submitting the file.
2. All electronic formats must be Windows PC compatible.
3. If presenting at the in-person meeting location, it is recommended that you bring a print copy of your presentation in case of technical difficulties.