



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.
Teleconference Only - No Physical Location

**Regular Meeting
February 8, 2022**

TELECONFERENCE INFORMATION

This meeting will be held via teleconferencing with members of the Board attending from separate remote locations. As authorized by AB 361, dated September 16, 2021, a local agency may use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency and local officials have recommended or imposed measures to promote social distancing or the body cannot meet safely in person and the legislative body has made such findings.

Members of the public may participate via the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below. If you are unable to join the Zoom Webinar of the Board meeting, you may still view the live stream of the meeting by visiting
http://monocounty.granicus.com/MediaPlayer.php?publish_id=e42e610c-7f06-4b97-b1d6-739b1ff28cf8

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/86139137372>

Or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 861 3913 7372.

To provide public comment, press the "Raise Hand" button on your screen.

To join the meeting by telephone:

Dial (669) 900-6833, then enter Zoom Webinar ID 861 3913 7372.

To provide public comment, press *9 to raise your hand and *6 to mute/unmute.

NOTE: 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) 932-5530 or bos@mono.ca.gov. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517) and online at <http://monocounty.ca.gov/bos>. Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board and online.

UNLESS OTHERWISE SPECIFIED BY TIME, ITEMS SCHEDULED FOR EITHER THE MORNING OR AFTERNOON SESSIONS WILL BE HEARD ACCORDING TO AVAILABLE TIME AND PRESENCE OF INTERESTED PERSONS. PUBLIC MAY COMMENT ON AGENDA ITEMS AT THE TIME THE ITEM IS HEARD.

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Opportunity for the public to address the Board on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.) Please refer to the Teleconference Information section to determine how to make public comment for this meeting via Zoom.

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICER

CAO Report regarding Board Assignments
Receive brief oral report by County Administrative Officer (CAO) regarding work activities.

4. DEPARTMENT/COMMISSION REPORTS

Receive brief oral report on emerging issues and/or activities.

5. CONSENT AGENDA

(All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

A. Board Minutes

Departments: Clerk of the Board

Approval of the Board Minutes from December 2, 2021, January 4, 11, and 18, 2022 meetings of the Board of Supervisors.

Recommended Action:

- 1) Approve the Board Minutes from the Regular Meeting on December 21, 2021.
- 2) Approve the Board Minutes from the Regular Meeting on January 4, 2022.
- 3) Approve the Board Minutes from the Regular Meeting on January 11, 2022.
- 4) Approve the Board Minutes from the Regular Meeting on January 18, 2022.

Fiscal Impact: None.

B. Resolution Authorizing Virtual Meetings under AB 361

Departments: County Counsel

Proposed resolution authorizing remote teleconference meetings for the period of February 8, 2022 through March 8, 2022, pursuant to AB 361.

Recommended Action: Adopt proposed resolution. Provide any desired

direction to staff.

Fiscal Impact: None.

C. Claim for Damages - Curren Zalac

Departments: Risk Management

Claim for damages filed by Curren Zalac, related to alleged personal injury during a bicycle accident on Minaret Road in Mammoth Lakes, CA. The County of Mono has no affiliation with the road or property where the accident occurred and the claim is therefore misdirected.

Recommended Action: Deny the claim submitted by Levitt, Leichenger & Aberle LLP, on behalf of Curren Zalac, direct the Risk Manager, in consultation with County Counsel, to send notice to the claimant of the denial.

Fiscal Impact: None.

D. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 12/31/2021.

Recommended Action: Approve the Treasury Transaction Report for the month ending 12/31/2021.

Fiscal Impact: None

E. Quarterly Investment Report

Departments: Finance

Investment Report for the Quarter ending 12/31/2021.

Recommended Action: Approve the Investment Report for the Quarter ending 12/31/2021.

Fiscal Impact: None

F. Crestwood First Amendment FY 21-22

Departments: Behavioral Health

Proposed contract amendment to agreement with Crestwood Behavioral Health, Inc pertaining to Residential Treatment Services.

Recommended Action: Approve contract amendment and authorize CAO to execute said contract on behalf of the County.

Fiscal Impact: Total amount of contract is \$172,690 and is not to exceed

\$172,690 per 12 month period. Funding source for this contract is 1991 and 2011 MH Realignment Revenues.

G. 2017-2022 Mental Health Plan Contract Amendment between Mono County Behavioral Health and the California Department of Health Care Services

Departments: Behavioral Health

Proposed contract amendment with California Department of Health Case Services and pertaining to county provision of community mental health services.

Recommended Action: Approve County entry into proposed contract amendment and authorize Behavioral Health Director to execute said amendment on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: None. The MHP contract amendment ensures continued receipt of the Department's budgeted revenues to support the delivery of Behavioral Health program services.

H. Addendum to MOU with California Health and Wellness

Departments: Behavioral Health

Proposed amendment to contract with County of Mono and California Health and Wellness pertaining to setting out specific guidance on a dispute resolution process to be followed between mental health plans and Medi-Cal managed care plans.

Recommended Action: Approve County entry into proposed contract addendum and authorize Behavioral Health Director and CAO to execute said contract on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: None

I. Approval of Victim Witness Resolution 2021-2022

Departments: District Attorney

Resolution approving and authorizing the Mono County District Attorney to participate in and administer the Victim/Witness Assistance Program which is part of the District Attorney's Victim/Witness Program.

Recommended Action: Approve proposed resolution authorizing the acceptance of Victim/Witness Assistance Program grant funds and authorizing the Mono County District Attorney to sign the grant application for the program.

Fiscal Impact: Revenues in the amount of \$267,509 to the District Attorney's Victim/Witness Program budget.

J. Allocation List Amendment - Public Health

Departments: Public Health

Proposed Resolution R22-____, Authorizing the County Administrative Officer to amend the list of allocated positions to add five (5) new limited-term positions consisting of one (1) COVID Screener-Bilingual, one (1) Fiscal and Technical Specialist IV position, two (2) COVID Response Team Utility positions, and one (1) Chief Equity Officer position in the Department of Public Health.

Recommended Action: Adopt proposed Resolution R22-____, Amending the list of allocated positions to add five (5) new limited-term positions consisting of one (1) COVID Screener-Bilingual, one (1) Fiscal and Technical Specialist IV position, two (2) COVID Response Team Utility positions, and one (1) Chief Equity Officer position in the Department of Public Health. Provide any desired direction to staff.

Fiscal Impact: There is no impact to the County General Fund. The positions are 100% grant funded. The positions will terminate when the funding period ends or sooner depending on availability of grant funding. The estimated cost for these positions for the remainder of FY 2021-2022 (Feb-June 2022) is: COVID Screener-Bilingual - \$35,576 of which \$18,589 is salary and \$16,987 is the cost of benefits; Fiscal and Technical Specialist - \$41,435 of which \$22,662 is salary and \$18,773 is the cost of benefits; COVID Response Team Utilities - \$95,170 of which \$53,877 is salary and \$41,293 is the cost of benefits; Chief Equity Officer - \$60,375 of which \$35,831 is salary and \$24,544 is the cost of benefits. Total cost is \$232,556 of which \$130,959 is salary and \$101,597 is benefits, and is included in the Department's amended budget for FY 2021-22.

K. Allocation List Amendment - Sheriff Department

Departments: Sheriff

Proposed resolution authorizing the County Administrative Officer to amend the County of Mono List of Allocated Positions to change the title of Public Safety Officer to Correctional Deputy Sheriff; and Public Safety Sergeant to Correctional Sergeant.

Recommended Action: Adopt proposed resolution. Provide any desired direction to staff.

Fiscal Impact: None.

6. CORRESPONDENCE RECEIVED

Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

A. Letter to the Board of Supervisors Regarding Projects Proposed to the Wildlife Conservation Board

Letter to the Board of Supervisors regarding projects proposed to the Wildlife Conservation Board for its February 24, 2022, Board Meeting.

7. REGULAR AGENDA - MORNING

A. COVID-19 (Coronavirus) Update

Departments: CAO, Public Health
15 minutes

(Robert C. Lawton, CAO, Bryan Wheeler, Public Health Director, Dr. Caryn Slack, Public Health Officer) - Update on Countywide response and planning related to the COVID-19 pandemic.

Recommended Action: None, informational only.

Fiscal Impact: None.

B. Workshop: Accessory Dwelling Unit Prescriptive Designs

Departments: Community Development
30 minutes

(Bentley Regehr, Planning Analyst) - Presentation by Bentley Regehr regarding accessory dwelling unit prescriptive designs.

Recommended Action:

- 1) Select four units for full development of prescriptive design plans, or
- 2) Direct staff to return at midyear budget with a proposal to fund all five prescriptive designs, which would require an additional \$12,000.
- 3) Provide any desired direction to staff.

Fiscal Impact: None at this time; an additional \$12,000 for a fifth design could be funded through midyear budget adjustments.

C. Groundwater Sustainability Agency Status under Sustainable Groundwater Management Act (SGMA)

Departments: Community Development and County Counsel
15 minutes

(Wendy Sugimura, Community Development Director; Stacey Simon, County Counsel) - County assumption of Groundwater Sustainability Agency (GSA) status under the Sustainable Groundwater Management Act (SGMA) for those portions of the Owens Valley groundwater basin which are within Mono County but outside the jurisdiction of the Tri-Valley Groundwater Management District (TVGMD), and for the Long Valley groundwater basin. Pursuit of funding for groundwater modeling and/or data collection enhancement for the Tri-Valley/Fish Slough area.

Recommended Action:

- 1) Direct staff to commence actions necessary to assert GSA status for the Mono County portions of the Owens Valley Groundwater Basin not within the

jurisdiction of the TVGMD and for the Long Valley groundwater basin in Mono County and return to the Board for further action.

2) Conditioned upon concurrence by the Tri-Valley Groundwater Management District, direct staff to pursue funding to support development of a groundwater model and/or for related data collection and analysis activities in the Tri-Valley/Fish Slough area through the Integrated Regional Water Management (IRWM) program, or other sources.

Fiscal Impact: For GSA status: Commitment of staff time from Community Development and County Counsel departments, as previously discussed by the Board at the time it determined to withdraw from the Owens Valley Groundwater Authority (OVGA).

For IRWM grant: Potentially 1% of the grant request and in-kind contributions to bridge the project cost gap, plus staff time to administer the grant. No commitment is required at this time, direction would solely be to preserve future option to apply for funding.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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9. CLOSED SESSION

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, John Craig, Patty Francisco, and Oliver Yee. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

B. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of cases: (1) Shroeder Muniz v. Mono County Assessor, et al. (DFEH Case No. 202108-14595527); (2) Ormat Technologies, Inc. v. County of Mono CUPA, et al. (Mono County Superior Court Case No.: CV210049); (3) Ormat Technologies, Inc. Appeal of Notice to Comply/Notice of Violation (CalEPA).

C. Closed Session - Public Employee Evaluation

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Administrative Officer.

10. BOARD MEMBER REPORTS

The Board may, if time permits, take Board Reports at any time during the meeting and not at a specific time.

ADJOURN



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE February 8, 2022

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Approval of the Board Minutes from December 2, 2021, January 4, 11, and 18, 2022 meetings of the Board of Supervisors.

RECOMMENDED ACTION:

- 1) Approve the Board Minutes from the Regular Meeting on December 21, 2021.
- 2) Approve the Board Minutes from the Regular Meeting on January 4, 2022.
- 3) Approve the Board Minutes from the Regular Meeting on January 11, 2022.
- 4) Approve the Board Minutes from the Regular Meeting on January 18, 2022.

FISCAL IMPACT:

None.

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 7609325534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
DRAFT December 21, 2021 Minutes
DRAFT January 4, 2022 Minutes
DRAFT January 11, 2022 Minutes
DRAFT January 18, 2022 Minutes

History

Time	Who	Approval
2/3/2022 4:04 AM	County Counsel	Yes
1/25/2022 11:08 AM	Finance	Yes
2/3/2022 4:26 PM	County Administrative Office	Yes



**DRAFT MEETING MINUTES
BOARD OF SUPERVISORS, COUNTY OF MONO
STATE OF CALIFORNIA**

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.

Teleconference Only - No Physical Location

**Regular Meeting
December 21, 2021**

Backup Recording	Zoom
Minute Orders	M21-269 – M21-275
Resolutions	R21-87 – R21-89
Ordinance	ORD21-13 – ORD21-14

9:00 AM Meeting Called to Order by Chair Kreitz.

Supervisors Present: Corless, Duggan, Gardner, Kreitz, and Peters (all attended via teleconference).

Supervisors Absent: None.

The Mono County Board of Supervisors stream most of their meetings live on the internet and archives them afterward. To search for a meeting from June 2, 2015 forward, please go to the following link: <http://www.monocounty.ca.gov/meetings>.

Pledge of Allegiance led by Supervisor Gardner.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Misti Sullivan:

- Asked the Board to consider allowing short term rentals in Twin Lakes / Bridgeport area

Tim:

- In support of short term rentals in Twin Lakes area

2. RECOGNITIONS

A. Recognition of Steve Nelson, Retiring Field Manager for the Bishop Bureau of Land Management Field Office

Departments: Board of Supervisors, sponsored by Supervisor Corless

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

(Supervisor Corless) - Resolution of appreciation for Steve Nelson, Field Manager for the Bishop Bureau of Land Management Field Office, who is retiring at the end of the month.

Action: Approve resolution of appreciation for Steve Nelson, Field Manager for the Bishop Bureau of Land Management Field Office.

Peters motion. Corless seconded.

Vote: 5 yes, 0 no

M21-269

Chair Kreitz:

- Read resolution of appreciation

Supervisors expressed thanks to Steve Nelson.

Staff and Public Comments:

- Stacey Simon, County Counsel
- Wendy Sugimura, Community Development Director
- Tim Taylor

Steve Nelson:

- Thanked everyone for the kind words

B. Recognition of Tim Taylor, Retiring Wildlife Biologist at the California Department of Fish and Wildlife

Departments: Board of Supervisors, sponsored by Supervisor Corless

(Supervisor Corless) - Resolution of appreciation for Tim Taylor, Wildlife Biologist at the California Department of Fish and Wildlife and Bridgeport resident, who is retiring at the end of the month.

Action: Approve resolution of appreciation for Tim Taylor, Wildlife Biologist at the California Department of Fish and Wildlife and Bridgeport resident.

Peters motion. Gardner seconded.

Vote: 5 yes, 0 no

M21-270

Chair Kreitz:

- Read resolution of appreciation

Supervisor Corless:

- Noted that CalTrans just found out yesterday that they were approved for a Wildlife Conservation Board grant to fund environmental work on the Wildlife Crossing Projects

Supervisors expressed thanks to Tim Taylor.

Note:

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Staff Comments:

- Wendy Sugimura, Community Development Director
- Stacey Simon, County Counsel
- Bob Lawton, CAO

Tim Taylor:

- Thanked everyone for the recognition

3. COUNTY ADMINISTRATIVE OFFICER

CAO Report regarding Board Assignments

Bob Lawton, CAO:

- Assistant CAO John Craig participated in meeting with Public Works and IT regarding Civic Center buildout – preparing Mono Lake Room for full operation grand opening, recognition ceremony
- EOC meeting
- Visit with Sheriff on Ordinance necessary to develop the Office of Emergency Services – line of succession and responsibilities, expect to bring to Board at beginning of year
- Met with Social Services Director Kathy Peterson – efforts to consolidate public authority, public guardian, and public conservator responsibilities under a single entity

4. DEPARTMENT/COMMISSION REPORTS

Janet Dutcher, Finance Director:

- December 10 – property tax bills due
- Recognized staff in Tax Collectors office

Scheereen Dedman, Clerk-Recorder-Registrar:

- Elections – sig-in-lieu filing period begins for most candidates on January 3, Board of Supervisor candidate filing period begins January 13 due to redistricting laws

Stacey Simon, County Counsel:

- Four case updates: Mono County v Rock n Dirt, Mono County v Bravo, Mono County v Kile, and Mono County v K.R. Property Management
 - Two were dismissed by the County on Thursday following full compliance with all of the County's applicable land use regulations and requirements and payment of fines and penalties (Rock n Dirt, Bravo)
 - Third case was settled and is in full compliance (Kile)
 - Fourth case – Court issued preliminary injunction making longer term the temporary restraining order that had been issued several months previously to continue the prohibition on any short term rentals by that property owner until compliance is obtained (K.R. Property Management)

5. CONSENT AGENDA

(All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

Note:

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A. Memorandum of Agreement - Federal Lands Access Program - Saddlebag Lake Road

Departments: Public Works

Proposed Memorandum of Agreement (MOA) and Fund Transfer Agreement (FTA) with Inyo National Forest and Federal Highways Administration pertaining to the project development and scoping process of the Saddlebag Lake Road Project.

Action: Approve County entry into Federal Lands Access Program Project MOA with Inyo National Forest and Federal Highways Administration, and a FTA between the County of Mono and the Central Federal Lands Highway Division, pertaining to the project development and scoping process of the Saddlebag Lake Road Project. Authorize the Public Works Director to execute MOA and FTA on behalf of the County.

Corless motion. Duggan seconded.

Vote: 5 yes, 0 no

M21-271

B. Cal Recycle 1383 Model Ordinance

Departments: Public Works - Solid Waste

Proposed ordinance implementing mandatory organic waste disposal reduction pursuant to Senate Bill 1383.

Action: Adopt ordinance ORD21-13 implementing mandatory organic waste disposal reduction pursuant to Senate Bill 1383.

Corless motion. Duggan seconded.

Vote: 5 yes, 0 no

ORD21-13

C. Proposed Ordinance Adding Chapter 20.10 to the Mono County Code, Open Range, and Excluding Additional Portions of the County from Territory Devoted Chiefly to Grazing

Departments: Agricultural Commissioner

Proposed ordinance adding Chapter 20.10, Open Range, to the Mono County Code consolidating the provisions of, and thereby replacing Ordinance Nos. 79-480, 79-480A and 87-480B and excluding additional areas of the County from territory devoted chiefly to grazing.

Action: Adopt ordinance ORD21-14 adding Chapter 20.10, Open Range, to the Mono County Code consolidating the provisions of, and thereby replacing Ordinance Nos. 79-480, 79-480A and 87-480B and excluding

Note:

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additional areas of the County from territory devoted chiefly to grazing.

Corless motion. Duggan seconded.

Vote: 5 yes, 0 no

ORD21-14

Break: 10:04 AM

Reconvened: 10:10 AM

6. CORRESPONDENCE RECEIVED - NONE

7. REGULAR AGENDA - MORNING

A. Behavioral Health Department Update and Requested Actions for Upcoming Grants and Projects

Departments: Behavioral Health

(Robin Roberts, Behavioral Health Director; Amanda Greenberg, Program Manager) - Workshop with requested action to 1) authorize CAO to sign contract for two Telehealth Grants to be used for information-technology-related purchases in the department; 2) authorize Behavioral Health Director to sign Mental Health School Services Act (MHSSA) Grant application, which would, if awarded, fund enhanced mental health programming in all Mono County schools; 3) provide direction to staff on additional projects including the Crisis Care Mobile Unit grant, supplemental Substance Abuse Block Grant, First Episode Psychosis Program, Behavioral Health Quality Improvement Program, MyStrength Project, and Permanent Supportive Housing Project.

Action:

- 1) Approve and authorize County Administrative Officer (CAO) to sign contract with Sierra Health Foundation: Center for Health Program Management for the provision of Telehealth Grant Administration Services (Mental Health Award) for a period of November 20, 2021 to November 30, 2022 and a not-to-exceed amount of \$99,999.
- 2) Approve and authorize CAO to sign contract with Sierra Health Foundation: Center for Health Program Management for the provision of Telehealth Grant Administration Services (Substance Use Disorders Award) for a period of November 20, 2021 to November 30, 2022 and a not-to-exceed amount of \$91,320.
- 3) Approve and authorize Behavioral Health Director to complete and sign Mental Health School Services Act (MHSSA) Grant application.

Gardner motion. Corless seconded.

Vote: 5 yes, 0 no

M21-272

Note:

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Amanda Greenberg, Program Manager:

- Presented Behavioral Health Department Update

Public Comment:

- Janet Dutcher - Mobile unit

B. Letter from Eric Edgerton and Proposed Resolution Regarding Cannabis Cultivation Tax Reform

Departments: CAO

(Robert C. Lawton, CAO) - Proposed resolution requesting state cannabis cultivation tax reform.

Action: None.

Eric Edgerton, Tilth Farms:

- Appreciate the Board considering this item
- Feels that there is work that can be done locally as well

Chair Kreitz:

- Support the resolution
- See this resolution as an advocacy piece to the State and separate from what we control locally – can support approving today or bring back in January

Supervisor Peters:

- Support the resolution

Supervisor Corless:

- Support, but proposed waiting until January in order to get more background from associations (RCRC, CSAC) before passing the resolution. Would like to be in line with what CSAC and RCRC is advocating for.

Supervisor Gardner:

- Would prefer to bring back in January – give more time to look at the issue and all the data, consult with others around the State
- Do not support resolution today

Supervisor Duggan:

- Support the spirit of this resolution, would like more time to see what we have missed
- Would like to see this come back with more support and input from others that are working on this as well

C. COVID-19 (Coronavirus) Update

Departments: CAO, Public Health

(Robert C. Lawton, CAO, Bryan Wheeler, Public Health Director) - Update on Countywide response and planning related to the COVID-19 pandemic.

Note:

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Action: None.

Bryan Wheeler, Public Health Director:

- Presentation (can be found under Supporting Documents on meeting webpage: <https://monocounty.ca.gov/bos/page/board-supervisors-138>)
- At home testing kit distribution

Chair Kreitz:

- Relayed concerns from constituent regarding staff difficulties with enforcement of mask mandate and lack of communication from Public Health Department

D. Employment Agreement - Public Health Officer

Departments: Public Health, Human Resources

(Bryan Wheeler, Public Health Director; Ryan Roe, Acting Human Resources Director) - Proposed resolution approving a contract with Dr. Caryn Slack as Public Health Officer, and prescribing the compensation, appointment and conditions of said employment.

Action: Announce fiscal impact. Adopt proposed resolution #R21-87, approving a contract with Dr. Caryn Slack as Public Health Officer, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: There is no fiscal impact to the County General Fund. The cost of the position for the remainder of Fiscal Year 2021-22 is \$80,651 of which \$59,800 is salary and \$20,851 is the cost of benefits. There are no effects to the department budget for personnel as the budget at present includes an allocation for a Public Health Officer for the entire fiscal year.

Peters motion. Duggan seconded.

Vote: 5 yes, 0 no

R21-87

Ryan Roe, Acting Human Resources Director:

- Presented item

Dr. Caryn Slack, Public Health Officer:

- Introduction to Board

E. Employment Agreement - Chief Probation Officer

Departments: CAO

(Robert C. Lawton, CAO) - Proposed resolution approving a contract with Karin Humiston as Chief Probation Officer, and prescribing the

Note:

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compensation, appointment and conditions of said employment.

Action: Announce Fiscal Impact. Approve Resolution R21-88, approving a contract with Karin Humiston as Chief Probation Officer with the revised date of December 21, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The cost for an entire fiscal year is \$173,864 of which \$133,406 is salary and \$40,458 is the cost of benefits, and was included in the approved budget.

Gardner motion. Duggan seconded.

Vote: 5 yes, 0 no

R21-88

Bob Lawton, CAO:

- Presented item

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

None.

Moved to Item 12.

9. CLOSED SESSION

Closed Session: 12:09 PM

Reconvened: 1:05 PM

No action to report out of Closed Session.

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, Anne Frievault, Ryan Roe, and Oliver Yee. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO). Unrepresented employees: All.

B. Closed Session - Exposure to Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.

Note:

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Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: two.

C. Closed Session - Public Employee Evaluation

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Administrative Officer.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

None.

11. REGULAR AGENDA - AFTERNOON

A. Countywide Solid Waste Services - Proposals and Recommendation

Departments: Public Works - Solid Waste

(Tony Dublino, Director of Public Works; Justin Nalder, Solid Waste Superintendent) - Discussion of proposals received for the operation of County Transfer Stations. Consider options and direct staff to execute associated agreements.

Action: Identify the proposal submitted by D&S Waste Disposal, Inc. (D&S) to provide solid waste transfer, transport and disposal services within unincorporated Mono County and trash collection at County facilities as the preferred option to move forward for permitting and review pursuant to the California Environmental Quality Act.

Peters motion. Gardner seconded.

Vote: 5 yes, 0 no

M21-273

Tony Dublino, Director of Public Works:

- Introduced item

Justin Nalder, Solid Waste Superintendent:

- Presentation – background, alternatives, services that may be impacted, cost comparison, recommendation

Glen Long, Mammoth Disposal:

- Addressed how Board decision would impact franchise services

B. County Vehicle Policy Update

Departments: Public Works

(Tony Dublino, Director of Public Works) - Presentation and approval of the 2021 County Vehicle Policy, with associated introduction of Ordinance to amend Section 2.83 of the County Code to reflect current practice.

Action:

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

- 1) Introduce, Read Title and Waive Further Reading of Ordinance Amending Mono County Code Section 2.83 "County-Owned Vehicles" to reflect the current process for developing and adopting rules governing the use of county-owned vehicles.
- 2) Adopt resolution R21-89, implementing an updated County Vehicle Policy applicable to county-owned vehicles and to private vehicles when used for county business.

Gardner motion. Corless seconded.

Vote: 5 yes, 0 no

M21-274, R21-89

Tony Dublino, Director of Public Works:

- Presented item

C. Budget Amendment Request to Provide for Additional Motor Pool Vehicle Purchases

Departments: Public Works

(Tony Dublino, Director of Public Works; Ingrid Braun, Sheriff) - Request from Sheriff's Department for budget amendment to acquire additional motor pool vehicle to be paid for with 2011 court security realignment revenues.

Action: Approve Budget Amendment increasing appropriation in Motor Pool Capital Equipment: Vehicles (650-10-723-53010) by \$73,597 to accommodate an additional vehicle purchase for the Sheriff's Office with a transfer from the 2011 Court Security Realignment Fund (requires 4/5ths approval).

Corless motion. Peters seconded.

Vote: 5 yes, 0 no

M21-275

Tony Dublino, Director of Public Works:

- Presented item

12. BOARD MEMBER REPORTS

Supervisor Corless:

- Request to close meeting in memory of Larry McKee
- 12/14: Pathways to 30x30 Advisory Committee - discussed draft Pathways to 30x30 Strategy document, now out for public review here: <https://www.californianature.ca.gov/pages/30x30>. Public meeting on strategy will be held Jan 12.
- 12/15: Golden State Natural Resources Board Meeting - continued progress on development of wood pellet product to address forest health and use biomass;

Note:

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reviewed communications plan and discussed upcoming environmental review for one project component.

- 12/16: Meeting with Bob Burris/RCRC Economic Development, to discuss opportunities for Mono County
- Wildlife Stewardship Team - Update on progress of wildlife crossing project, as of 12/20 got approval from Wildlife Conservation Board for grant to fund environmental work for project--major milestone.
- 12/19: Attended celebration of first commercial flights at the Eastern Sierra Regional Airport in Bishop - congratulations to Inyo County and all partners.

Supervisor Duggan:

- 12/15/21 – I participated in the orientation of the NACo High Performance Leadership Orientation. This is a 12-week online program with the content by industry leading executives. The curriculum provides the best practices in leadership, organizational development, and change management., negotiation and collaboration, effective business communication, and how to deliver increased value from county management.
- 12/16/21 – I participated in the EPA Briefing Call review of the Lead and Copper Rule Revisions. The White House announced the Lead Pipe and Paint Action Plan to remove all lead pipes in the next decade. This will have a profound effect on the safety of our water, as science has determined there is no safe level of lead for any use. Utilities will begin to inventory where the lines exist, underserved communities will be prioritized. Funding and financing will be in five-year allotments to states, beginning with the first investment of \$2.9 billion included in the Federal Infrastructure package. More details will be forthcoming.
- 12/19/21 – I participated in Welcoming the First Flight into Bishop offered by United Airlines. This was an exciting step to providing reliable air service options throughout the eastern Sierra and I look forward to utilizing this service in the future.

Supervisor Gardner:

- On Dec. 15 I attended a meeting of the Mono Basin Fire Safe Council. Topics discussed included fuel break work by both BLM and USFS and plans for a new banner for the fire truck in Lee Vining for 2022.
- Also, on Dec. 15 I participated in a meeting of the June Lake Chamber of Commerce. Topics discussed at that meeting included a proposed TBID for the June lake area, the proposed balanced rock project, and plans for various Chamber events in 2022.

Chair Kreitz:

- Have heard from people throughout the weekend about the conditions on the 395 – reached out to Ryan Dermody at CalTrans to discuss the issue. Several reasons: short staffed, people only driving in the cleared lane, storms have been very cold. They are bringing workers up from Mojave, Independence, and Bishop to assist in Mono County.

Supervisor Peters

- On the 15th, attended the HSE monthly call of NACo as well as the West Region NACo meeting
- On the 16th met with CAO Lawton and Jimmy Little, Bridgeport RPAC Chair – discussed approval of operating a groomer for cross country skiing in the Bridgeport Valley
- Bridgeport Winter Recreation Area opened on Saturday
- On the 17th, attended Telecommunications and Technology Steering Committee as well as NACo Resilient Counties Advisory Board Committee

Note:

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- Enjoyable evening at Night of the Lights in Mammoth

Moved to Item 9.

ADJOURNED AT 2:32 PM in memory of Larry McKee.

ATTEST

**JENNIFER KREITZ
CHAIR OF THE BOARD**

**QUEENIE BARNARD
ASSISTANT CLERK OF THE BOARD**



**DRAFT MEETING MINUTES
BOARD OF SUPERVISORS, COUNTY OF MONO
STATE OF CALIFORNIA**

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.
Teleconference Only - No Physical Location

**Regular Meeting
January 4, 2022**

Backup Recording	Zoom
Minute Orders	M22-001 – M22-011
Resolutions	R22-01 – R22-02
Ordinance	ORD22-01

9:00 AM Meeting Called to Order by Chair Kreitz.

Supervisors Present: Corless, Duggan, Gardner, Kreitz, and Peters (all attended via teleconference).

Supervisors Absent: None.

The Mono County Board of Supervisors stream most of their meetings live on the internet and archives them afterward. To search for a meeting from June 2, 2015 forward, please go to the following link: <http://www.monocounty.ca.gov/meetings>.

Pledge of Allegiance led by Supervisor Corless.

Supervisor Peters:

- Request the meeting be adjourned in memory of Myron Schlegel

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Levi Mele, Amerigas Propane:

- Hours of service waivers and current struggles due to winter storms

Casandra Russo, Amerigas Propane:

- Assists with regulatory issues, can be point of contact

2. RECOGNITIONS

A. Election of New 2022 Board Chair

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

Departments: Board of Supervisors

(Jennifer Kreitz, Outgoing Board Chair) - The outgoing Board Chair will call for nominations to elect the Chair of the Board for 2022.

Action: Elect Supervisor Gardner as the new Chair of the Board for 2022.

Corless motion. Kreitz seconded.

Vote: 5 yes, 0 no

M22-001

- The Board heard items 2A, 2D, and 2E at once
- Supervisor Corless nominated Supervisor Gardner as Board Chair

B. Presentation to Outgoing Board Chair Kreitz

Departments: Board of Supervisors

(Board Chair) - Presentation to outgoing Board Chair Kreitz by newly elected Board Chair honoring Supervisor Kreitz's service to the Board in 2021.

Action: None.

- Newly-elected Chair Gardner presented a plaque to outgoing-Chair Kreitz
- Board members and staff spoke, expressing their gratitude to Supervisor Kreitz

Supervisor Kreitz:

- Thanked everyone for the kind words
- Acknowledged former Chair Corless who got us going on the Zoom world back in 2020 and how much was learned from her

C. Mono County 2021 Community Spirit Award

Departments: Board of Supervisors

(Supervisor Kreitz) - The Mono County Community Spirit Award celebrates the people in our county who took initiative to do something beneficial for their community.

Supervisor Kreitz, as outgoing 2021 Board Chair, requests that the Board of Supervisors recognize Juliana Olinka Jones with the second annual Mono County Community Spirit Award for her work with the Mono County Grand Jury and the Fire Safe Councils of the Eastern Sierra.

Action: Approve resolution designating Juliana Olinka Jones the recipient of Mono County's 2021 Community Spirit Award.

Kreitz motion. Corless seconded.

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

Vote: 5 yes, 0 no
M22-002

- Supervisor Kreitz read resolution and presented a plaque to Juliana Olinka Jones
- Board members and staff spoke, expressing their appreciation to Juliana Olinka Jones

Juliana Olinka Jones:

- Thank you to Mono County for being so embracing
- Encouraged anyone listening to sign up for the Grand Jury
- Noted correction of Sierra Classic Theater to Mammoth Lakes Repertory Theatre

D. Election of New 2022 Vice Chair

Departments: Board of Supervisors

(Board Chair) - The newly elected Board Chair will call for nomination to elect the Vice Chair of the Board for 2022.

Action: Elect Supervisor Duggan as the new Vice Chair of the Board for 2022.

Corless motion. Kreitz seconded.

Vote: 5 yes, 0 no
M22-003

- Supervisor Corless nominated Supervisor Duggan as Vice Chair

E. Election of New 2022 Chair Pro-Tem

Departments: Board of Supervisors

(Board Chair) - The newly elected Board Chair will call for nominations to elect the Chair Pro-Tem of the Board for 2022.

Action: Elect Supervisor Peters as the new Chair Pro-Tem of the Board for 2022.

Corless motion. Kreitz seconded.

Vote: 5 yes, 0 no
M22-004

- Supervisor Corless nominated Supervisor Peters as Chair Pro-Tem

F. Recognition of Christy Milovich

Departments: County Counsel

(Stacey Simon, County Counsel) - Proposed resolution in appreciation and

Note:

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recognition of Christian Eve Milovich, Mono County Assistant County Counsel. The proposed resolution will be provided prior to the meeting.

Action: Adopt resolution in appreciation and recognition of Christian Milovich.

Kreitz motion. Peters seconded.

Vote: 5 yes, 0 no

M22-005

- County Counsel Simon read resolution
- Board members and staff spoke, expressing their gratitude to Christy

Christy Milovich:

- Thanked everyone for the support and kind words

3. COUNTY ADMINISTRATIVE OFFICER

CAO Report regarding Board Assignments

Bob Lawton, CAO:

- Workforce Wellbeing Committee
- Visit with JEDI Workgroup staff – monthly update
- Working with Megan Mahaffey and John Craig on budget preparation, construction of FY 22-23 budget
- Visited with Sheriff regarding emergency powers ordinance as part of the development of the Office of Emergency Services
- Meeting with Ralph Anderson Associates on recruitment for HR Director and Housing positions
- Administered Oath of Office to new Public Health Officer Dr. Caryn Slack
- Reentry team for Civic Center met yesterday – addressing issues related to completion of Mono Lake Room, establishing greeter issues, safety issues, dedication/opening in April

4. DEPARTMENT/COMMISSION REPORTS

Joe Blanchard, Parks & Facilities Superintendent:

- Civic Center, snow removal
- Addressed mechanical room access

Supervisor Corless requested an agenda item come back before the Board regarding Civic Center

Ingrid Braun, Sheriff:

- Reminder regarding ice on roads, slow down
- Emergency Operations position – fully support
- Formally re-running as Sheriff

Note:

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Stacey Simon, County Counsel:

- Addressed possible need to add emergency item for an Emergency Declaration
- Sheriff Braun has authority to declare emergency, agendize for ratification by Board

Kevin Julian, Road Operations Superintendent:

- GPS rerouting, Waze mapping program, worked with GIS
- Storm closures throughout County
- Addressed Supervisor Duggan's request to put a closure on Sherwin Creek Road to prevent motorists from being rerouted along that road

5. CONSENT AGENDA

(All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

A. Board Minutes

Departments: Clerk of the Board

Approval of the Board Minutes from the November 2021 meetings.

Action:

- 1) Approve the Board Minutes from the Special Meeting on November 15, 2021.
- 2) Approve the Board Minutes from the Regular Meeting on November 16, 2021.

Peters motion. Duggan seconded.

Vote: 5 yes, 0 no

M22-006

B. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 11/30/2021.

Action: Approve the Treasury Transaction Report for the month ending 11/30/2021.

Peters motion. Duggan seconded.

Vote: 5 yes, 0 no

M22-007

C. Adoption of Ordinance Amending Mono County Code Section 2.83 - County Owned Vehicles

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

Departments: Public Works

Proposed ordinance amending Section 2.83 of the Mono County Code, pertaining to County - Owned Vehicles.

Action: Adopt Ordinance ORD22-01 amending Section 2.83 of the Mono County Code, pertaining to County - Owned Vehicles.

Peters motion. Duggan seconded.

Vote: 5 yes, 0 no

ORD22-01

D. Mono County Guardrail Replacement Project - Phase 1

Departments: Public Works Engineering

Proposed resolution of the Mono County Board of Supervisors, State of California, Approving Program Supplement Agreement No. 000000Y81 for the Mono County Guardrail Replacement Project – Phase 1.

Action: 1) Adopt Resolution R22-01, Approving Program Supplement Agreement No. 000000Y81 for the Mono County Guardrail Replacement Project – Phase 1.

2) Authorize the Director of the Mono County Public Works Department to execute and process the Project Supplement and to execute and process allocation letters and finance letters with Caltrans while consistent with conditions included in the Project Supplement.

Peters motion. Duggan seconded.

Vote: 5 yes, 0 no

R22-01

E. FY 22-23 Boating Safety and Enforcement Financial Aid Program Application

Departments: Sheriff

The purpose of the Boating Safety and Enforcement Financial Aid Program is to provide State financial aid to local governmental agencies whose waterways have high usage by transient boaters and an insufficient tax base to fully support a boating safety and enforcement program. The program is intended to augment existing local resources for boating safety and enforcement activities and is not intended to fully fund Boating Safety and Enforcement programs.

Action: Approve Resolution R22-02, Authorizing the Mono County Sheriff-Coroner, Mono County Sheriff's Office Emergency Services Coordinator, and/or the Mono County Sheriff's Office Finance Officer to apply for and

Note:

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administer the Boating Safety and Enforcement Financial Aid Program Agreement for Fiscal Year 22-23.

Peters motion. Duggan seconded.

Vote: 5 yes, 0 no

R22-02

F. Mono County Child Care Council Certification Statement Regarding Composition of LPC Membership

Departments: Mono County Child Care Council

The Board of Supervisors and Superintendent of Schools make the appointments of the Council Members to the Mono County Child Care Council. The submission of the Certification is required annually by the California Department of Social Services.

Action: Approve the Membership Certification for the Mono County Child Care Council and Authorize the Board of Supervisors Chair to sign the Certification.

Peters motion. Duggan seconded.

Vote: 5 yes, 0 no

M22-008

6. CORRESPONDENCE RECEIVED

Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

The Board acknowledged receipt of the correspondence.

A. Letter from Debt Free Justice California Regarding Implementation of Assembly Bill 177

A letter from Debt Free Justice California regarding the implementation of Assembly Bill 177, which repeals local authority to assess or collect on specified administrative fees from individuals involved in the criminal legal system.

B. Notice of Intent (NOI) from Southern California Edison (SCE) to File an Application for New License for the Rush Creek Project

Notice of Intent (NOI) from Southern California Edison (SCE) to File an Application for New License for the Rush Creek Project, FERC Project No. 1389.

Note:

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*Break: 10:26 AM
Reconvened: 10:33 AM*

7. REGULAR AGENDA - MORNING

A. COVID-19 (Coronavirus) Update

(Robert C. Lawton, CAO, Bryan Wheeler, Public Health Director) - Update on Countywide response and planning related to the COVID-19 pandemic.

Action: None.

Bryan Wheeler, Public Health Director:

- Presentation (can be found under Supporting Documents on meeting webpage: <https://monocounty.ca.gov/bos/page/board-supervisors-137>)
- Available treatments
- Hospital green status determination
- Schools
- Availability of testing
- Accuracy of testing
- Cloth masks vs N95/KN95 masks

B. Mountain View Fire Update and Review of Emergency Declarations

Departments: Mountain View Fire Emergency Operations Center

(Justin Nalder, EOC Director) - Review of continuing need for Board of Supervisor's November 17, 2020, Declaration of Local Emergency of and Mono County Health Officer's November 19, 2020, Declaration of Local Health Emergency for the Mountain View Fire.

Action: Find that there is a need to continue the local state of emergency declared on November 17, 2020 and/or the local health emergency declared on November 19, 2020 (ratified by the Board on November 24, 2020).

Peters motion. Kreitz seconded.

Vote: 5 yes, 0 no

M22-009

Justin Nalder, EOC Director:

- Nine properties that have not been remediated
- Due to weather, operations on standby until ground is exposed and defrosted
- Received approval on request for cost recovery on the State remediation

Stacey Simon, County Counsel:

- County has initiated litigation to recover uncovered costs (Staff time, damage to County facilities, etc.) – this emergency declaration would not impact this litigation
- Fairly certain that the County has no legal obligation with respect to the remaining nine properties, in particular, those that are under the jurisdiction of a tribal entity – County Counsel's Office will research this further and come back to the Board with

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- a definitive answer
- County does not have authority or ability without written permission and waiver of sovereign immunity from the tribe to go on and perform any remediation
- Agendize Closed Session item to address Supervisor Peters' concern regarding tribal properties

C. 2022 Calendar of Meetings of the Board of Supervisors

Departments: Clerk of the Board

(Scheereen Dedman, Clerk-Recorder-Registrar) - Rule 3 of the Mono County Board Rules of Procedure specifies that an annual calendar of meetings shall be adopted by the Board at its first meeting in January. The calendar will include all known regular and special meetings. Any meeting may be canceled upon the order of the Chair or by a majority of Board members.

Action: Approve proposed calendar of meetings for 2022 with noted cancellations/additions: Cancel 2/15/22 due to Supervisors attending the NACo Legislative Conference, cancel 11/15/22 due to Supervisors attending the CSAC Conference, add Special Meeting on 2/22/22 to receive the Mid-year Financial Report.

Duggan motion. Kreitz seconded.

Vote: 5 yes, 0 no

M22-010

Bob Lawton, CAO:

- Request adding meeting on 2/22 for Mid-year financial report

D. Annual Appointments of Supervisors to Boards, Commissions, and Committees for 2022

Departments: Clerk of the Board

(Scheereen Dedman, Clerk-Recorder-Registrar) - Mono County Supervisors serve on various board, commissions, and committees for one-year terms that expire on December 31, 2021. Each January, the Board of Supervisors makes appointments for the upcoming year.

Action: Appoint Supervisors to boards, commissions, and committees for 2022 with noted changes: Supervisor Corless to take over Supervisor Duggan's seat on the Airport Land Use Commission, Chair Gardner to take over outgoing Chair Kreitz's seats on the Eastern Sierra Child Support Regional Oversight Committee and Mono County Law Library as current Board Chair.

Corless motion. Peters seconded.

Vote: 5 yes, 0 no

Note:

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M22-011

Supervisor Duggan:

- Airport Land Use Commission – With Redistricting, this is no longer in District 2. Suggest moving to the representative for District 5, Supervisor Corless

Supervisor Kreitz:

- Noted that there will be a discussion about merging the Airport Land Use Commission with the LTC at the next LTM meeting
- Chair Gardner to take over outgoing Chair Kreitz's seats on the Eastern Sierra Child Support Regional Oversight Committee and Mono County Law Library as current Board Chair

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

None.

Moved to Item 10.

9. CLOSED SESSION

Closed Session: 11:44 AM

Reconvened: 1:50 PM

No action to report out of Closed Session.

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, Anne Frievalt, Ryan Roe, and Oliver Yee. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO). Unrepresented employees: All.

B. Closed Session - Public Employee Evaluation

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Administrative Officer.

C. Closed Session - Exposure to Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision

Note:

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(d) of Government Code section 54956.9. Number of potential cases: two.

D. Closed Session - Real Property Negotiations

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: 36 and 40 Christy Lane, Benton. Agency negotiator: Stacey Simon and Erik Ramakrishnan. Negotiating parties: Mono County and Utu Utu Gwaite Tribe. Under negotiation: Terms of sale.

10. BOARD MEMBER REPORTS

Supervisor Corless:

- Thanked everyone working on the front lines for all their hard work with levels of visitation and snow received
- Yesterday, attended NACo Public Lands Steering Committee meeting – presentation from Bureau of Land Management about sage grouse policy
- Will not be seeking reelection for the District 5 seat

Supervisor Duggan:

- 12/22/21 – I met with CSAC sponsors Ygrene who are working on reforms to the California Wildfire designation areas. More information will be presented through CSAC later.
- 12/24/21 – I have been appointed to two CSAC Policy Committees; Agriculture, Environment, and Natural Resources along with Government Finance and Administration. I am honored to join my colleagues in service to the State and our County on these critical issues.
- 12/30/21 – I met with the new Executive Committee for OVGA as the incoming Vice Chair. We discussed the agenda for the 1/6/22 meeting and next steps after the adoption of the Groundwater Sustainability Plan.
- 12/25/21-01/03/22 – I worked to assist residents with their storm related issues regarding power outages, road closures, emergency access and sheltering. Better communications between utility providers and county services are the keys to being better prepared next time. Thank you, Sheriff Braun, for coordinating with Long Valley Fire Department to perform welfare checks on Long Valley residents who were without power for more than 4 days. Special thanks to local Crowley resident “Willie” for snow blowing the walkway to the Crowley Lake Community Center allowing residents access to water.

Chair Gardner:

- No report

Supervisor Kreitz:

- No report

Supervisor Peters:

- Attended WIR yesterday
- Both communities Bridgeport and Antelope Valley individually supported their community with various Christmas activities

Moved to Item 9.

ADJOURNED AT 1:52 PM in memory of Myron Schlegel.

Note:

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ATTEST

BOB GARDNER
CHAIR OF THE BOARD

QUEENIE BARNARD
ASSISTANT CLERK OF THE BOARD



**DRAFT MEETING MINUTES
BOARD OF SUPERVISORS, COUNTY OF MONO
STATE OF CALIFORNIA**

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.
Teleconference Only - No Physical Location

**Regular Meeting
January 11, 2022**

Backup Recording	Zoom
Minute Orders	M22-012 – M22-017
Resolutions	R22-03 – R22-08
Ordinance	ORD22-02 Not Used

9:00 AM Meeting Called to Order by Chair Gardner.

Supervisors Present: Corless, Duggan, Gardner, Kreitz, and Peters (all attended via teleconference).

Supervisors Absent: None.

The Mono County Board of Supervisors stream most of their meetings live on the internet and archives them afterward. To search for a meeting from June 2, 2015 forward, please go to the following link: <http://www.monocounty.ca.gov/meetings>.

Pledge of Allegiance led by Supervisor Kreitz.

Chair Gardner:

- *“Train your mind to see the good in everything. Positivity is simply a choice. The happiness of your life depends on the quality of your thoughts.” – Unknown*

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Eric Edgerton, Owner/Operator of Tilth Farms:

- Reminder about letter sent to Board of Supervisors in December regarding request for advocacy letter for cannabis cultivation tax reform

Aaron Coogan, Acting District Ranger, Bridgeport Ranger District:

- Thanked Matt Paruolo, Eastern Sierra Sustainable Recreation Coordinator, and his team for their work on the Bridgeport Valley Winter Trail Grooming Pilot Program as well as the Littles for their contribution

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICER

CAO Report regarding Board Assignments

Bob Lawton, CAO:

- Met with recruiter regarding HR Director and Housing Coordinator positions
- Budget updates – midyear and FY 2022-23
- Last Wednesday, appeared at TOML Council meeting to provide update on outcome of Redistricting
- Working on labor negotiations for upcoming collective bargaining agreements
- EOC meetings – addressing school closure
- Yesterday, attended LTC meeting as Supervisor Peters' alternate
- Attended Phase 2 of Implicit Bias Training coordinated by County's JEDI Workgroup

4. DEPARTMENT/COMMISSION REPORTS

Nate Greenberg, IT Director:

- Broadband issues – Race Communications
- Public Safety Radio System went down for 36 hours in total – cause was leak at Conway Summit radio shelter

Wendy Sugimura, Community Development Director:

- There was a review of sage grouse adaptive management plan that LADWP had implemented over the summer for sage grouse and water management in the Long Valley area – final end of year report to come
- In December, Planning Commission approved a variance to build car port in a front yard setback in June Lake – decision was appealed, but not accepted as it was untimely
- Completed five lot line adjustments and lot mergers
- Issued two Director Reviews – (1) Seasonal/Temporary RV at Virginia Lakes in an avalanche zone; (2) Extends Mammoth Pacific use permit for another 29 years
- Use permit coming before the Planning Commission next week for commercial and twelve-unit residential project in June Lake
- Will be issuing another Director Review for a cargo container installment on a property in Crowley Lake

Tony Dublino, Director of Public Works:

- Civic Center update – challenges faced during last storm cycle

Janet Dutcher, Finance Director:

- Collected first installment of property taxes through December 10
- Late last week, apportioned and distributed about \$48.5 million to County and taxing jurisdictions

Stacey Simon, County Counsel:

- Update on two significant litigation matters – in County's lawsuit against LADWP, the County has its reply brief to Los Angeles' appeal due at the end of

Note:

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this month. In early February, will be responding to the appeal filed in the case challenging the County's COVID restrictions on short-term lodging (Abshire)

5. **CONSENT AGENDA**

(All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

A. Out-of-State Travel Authorization for 2022 National Association of Counties' (NACo) Legislative Conference

Departments: Board of Supervisors

Out-of-state travel request for Supervisors Duggan, Gardner, and Kreitz to attend the 2022 NACo Legislative Conference in Washington D.C.

Action: Approve out-of-state travel for Supervisors Duggan, Gardner, and Kreitz to attend the 2022 NACo Legislative Conference in Washington, D.C. from February 12-16, 2022.

Kreitz motion. Peters seconded.

Vote: 5 yes, 0 no

M22-012

B. Resolution Authorizing Virtual Meetings under AB 361

Departments: County Counsel

Proposed resolution authorizing remote teleconference meetings for the period of January 11, 2022 through February 11, 2022, pursuant to AB 361.

Action: Adopt Resolution R22-03, authorizing remote teleconference meetings for the period of January 11, 2022 through February 11, 2022, pursuant to AB 361.

Kreitz motion. Peters seconded.

Vote: 5 yes, 0 no

R22-03

C. Resolution Adopting Amended Records Retention Policy

Departments: County Counsel

(Stacey Simon) - Proposed resolution adopting amended County-Wide Records Retention & Destruction Policy to update provisions of previously-enacted policy in accordance with current law.

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

Action: Adopt Resolution R22-04, adopting amended County-Wide Records Retention & Destruction Policy to update provisions of previously-enacted policy in accordance with current law.

Kreitz motion. Peters seconded.

Vote: 5 yes, 0 no

R22-04

D. Budget Amendment for Community Development Block Grant (CDBG) CV 1, 2 & 3

Departments: Economic Development

Budget Amendment for Community Development Block Grant (CDBG) CV 1, 2 & 3.

Action: Approve increasing appropriations in the County's HOME/CDBG fund (#185) by \$299,138 funded with revenues of \$64,484 for CV 1 and \$234,654 for CV 2&3 (requires 4/5ths approval).

Kreitz motion. Peters seconded.

Vote: 5 yes, 0 no

M22-013

E. Resolution Declaring County's Intent to Reimburse Itself for Capital Costs Incurred on the new Jail Facility Project

Departments: Finance, County Counsel

Proposed resolution of the Board of Supervisors of Mono County declaring its official intent to reimburse itself for certain capital costs incurred on the new jail facility project from the proceeds of long-term debt

Action: Adopt Resolution R22-05, Declaring Its Official Intent to Reimburse Itself for Certain Capital Costs from the Proceeds of Long-Term Debt.

Kreitz motion. Peters seconded.

Vote: 5 yes, 0 no

R22-05

F. Mono County Statement of Investment Policy

Departments: Finance

Annual approval of the Mono County Statement of Investment Policy pursuant to Section 27133 of the Government Code of the State of California.

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

Action: Approve the Mono County Statement of Investment Policy as presented.

Kreitz motion. Peters seconded.

Vote: 5 yes, 0 no

M22-014

G. Annual Resolution Delegating Investment Authority to the County Treasurer

Departments: Finance

Resolution Delegating Investment Authority to the County Treasurer.

Action: Adopt Resolution R22-06, Delegating Investment Authority to the County Treasurer.

Kreitz motion. Peters seconded.

Vote: 5 yes, 0 no

R22-06

6. CORRESPONDENCE RECEIVED - NONE

7. REGULAR AGENDA – MORNING

A. Ratification of Proclamation of Local Emergency and Request to be Included in Governor's Emergency Proclamation

Departments: Sheriff, CAO

(Sheriff Braun; Robert C. Lawton, CAO) - Proposed resolution ratifying proclamation of local emergency made by the Mono County Sheriff on January 6, 2022.

Action: Determine that conditions of local emergency continue to exist and adopt Resolution R22-07 ratifying proclamation of local emergency made by the Mono County Sheriff on January 6, 2022.

Corless motion. Kreitz seconded.

Vote: 5 yes, 0 no

R22-07

Sheriff Braun:

- Presented item
- Has communicated with Amerigas regarding proclamation
- Will provide this to CalOES to get to the Governor's office to request inclusion of Mono County in the State Proclamation

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

B. COVID-19 (Coronavirus) Update

Departments: CAO, Public Health

(Robert C. Lawton, CAO, Bryan Wheeler, Public Health Director, Dr. Caryn Slack, Public Health Officer) - Update on Countywide response and planning related to the COVID-19 pandemic.

Recommended Action: None.

Bryan Wheeler, Public Health Director:

- Presentation (can be found under Supporting Documents on meeting webpage: <https://monocounty.ca.gov/bos/page/board-supervisors-139>)
- Community Conversation scheduled for this Thursday evening

Dr. Caryn Slack, Public Health Officer:

- Addressed MUSD school closures

Supervisor Peters:

- Testing access in unincorporated County

Public Comment:

- Dawn Smith

Break: 10:10 AM

Reconvened 10:18 AM

C. 2022 Broadband Policy and Strategy Update

Departments: Information Technology

(Nate Greenberg, IT Director) - This item will provide a high-level overview of the current state of broadband throughout the County, discuss the most significant aspects of legislation impacting broadband development in the area, and begin to chart the course for some local policy decisions which will need to be made in the coming year to take advantage of emerging opportunities.

Recommended Action: Authorize Board Chair to sign letter to Louis Fox, CENIC President and CEO.

Duggan motion. Corless seconded.

Vote: 5 yes, 0 no

M22-015

Nate Greenberg, IT Director:

- Presentation

Public Comment:

- David Rosky

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

- Andy Puhvel

D. Status of County Membership in the Owens Valley Groundwater Authority (OVGA)

Departments: Community Development

(Wendy Sugimura, Community Development Director; Stacey Simon, County Counsel, Michael Draper, Planning Analyst) - Potential withdrawal from membership in the Owens Valley Groundwater Authority (OVGA) Joint Powers Agency which is the current groundwater sustainability agency for the Owens Valley Groundwater Basin.

Action: Approve the draft letter notifying the Owens Valley Groundwater Agency (OVGA) of the County's intention to withdraw from the OVGA Joint Powers Agency pursuant to Article VI, Section 1.1 of the joint powers agreement and authorize the Board Chair to sign.

Duggan motion. Kreitz seconded.

Vote: 4 yes, 1 no

M22-016

Roll Call:

Corless – N

Duggan – Y

Gardner – Y

Kreitz – Y

Peters – Y

Wendy Sugimura, Community Development Director:

- Presented item

Supervisor Duggan:

- Reviewed benefits of staying and withdrawing

Stacey Simon, County Counsel:

- It is at the Board's discretion to determine how much staff time to allocate to Tri-Valley, with the exception of the work of County Counsel's office. There is a statutory provision that requires County Counsel, if requested by the District, to represent the District provided that there is a Board Supervisor on the District's Board.
- The Board may wish to direct staff to come back to discuss options related to asserting Ground Water Sustainability Agency status for other regions within Mono County

Public Comment:

- Betsy McDonald
- Andy Puhvel
- Jora Fogg
- Lynn Boulton

Note:

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- Brian Adkins
- Chris Bubser
- Peter Stickells
- Ceal Klinger
- Carol Ann Mitchell

Supervisor Corless:

- Not opposed to eventual withdrawal, but not comfortable making decision to withdraw today without more information about what happens after the withdrawal

Emily Fox, Deputy County Counsel:

- Noted that in terms of jurisdiction and the creation of a GSA specific to the Tri-Valley, according to current legal opinion from the Department of Water Resources, Tri Valley cannot pursue a GSA or GSP pursuant to that GSA status, so long as Mono County remains part of the OVGA

Break: 12:55 PM

Reconvened 1:12 PM

E. Road Closure, Bridgeport Valley Winter Trail Grooming Pilot Program

Departments: Public Works - Roads

(Kevin Julian, Road Operations Superintendent) - Proposed Resolution authorizing seasonal closure of Buckeye Road and Buckeye Creek Road in support of the Bridgeport Valley Winter Trail Grooming Pilot Program

Action:

- 1) Adopt Resolution R22-08 "A resolution of the Mono County Board of Supervisors authorizing the seasonal closure of Buckeye Road and Buckeye Creek Road for the Bridgeport Valley Winter Trail Grooming Pilot Program."
- 2) Approve hold harmless agreement between Jimmy and Brinn Little and the County and authorize Chair to sign
- 3) Find the activity is Categorical Exempt from review under the California Environmental Quality Act and direct staff to file a Categorical Exemption (section 15301 – existing facilities) for the project

Peters motion. Duggan seconded.

Vote: 5 yes, 0 no

R22-08, M22-017

Kevin Julian, Road Operations Superintendent:

- Presented item

Stacey Simon, County Counsel:

- Reviewed updated resolution – close roads and turn them over to management and control of the Forest Service, prior draft indicated closure of roads and turning over to the operator

Note:

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Public Comment:

- Jimmy Little

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

None.

Moved to Item 10.

9. CLOSED SESSION

Closed Session: 1:37 PM

Reconvened: 1:52 PM

No action to report out of Closed Session.

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, Anne Frievalt, Ryan Roe, and Oliver Yee. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO). Unrepresented employees: All.

B. Closed Session - Public Employee Evaluation

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Administrative Officer.

10. BOARD MEMBER REPORTS

Supervisor Corless:

- 1/6 Great Basin Unified Air Pollution Control District: approved a number of administrative items; appointed Bishop resident Fran Hunt to hearing board; reviewed 2020 Town of Mammoth Lakes air quality management plan
- 1/10: YARTS JPA board meeting - preview of board consideration of fare increase decision that will be on February agenda
- Implicit Bias training/JEDI group meeting--many thanks to Clerk Scheereen Dedman for organizing and for all county staff members who are attending, participating.
- Thanks to Road Superintendent Kevin Julian for assisting with a constituent issue involving plowing at the parking lot north of the 395/203 intersection.

Supervisor Duggan:

Note:

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- 01/05/22 – I listened in on the TOML Town Council Meeting recording. I was impressed with their operation recap of the recent holiday season. I found the format informative, thorough, and accountable as staff determined steps to improve responses for the next time.
- 01/06/22 –
 - I participated in the GBUAPCD meeting along with Supervisor Corless. Actions included approval of the proposed Administrative Code, the appointment of Frances Hunt to the GBUAPD Hearing Board, and an update on CAPP II Clean Air projects.
 - I participated in the OVGA Special Meeting. Executive Director Aaron Steinwand reported the approved GSP was being uploaded to the DWR website and should be completed by 1/20. Funding will be exhausted in February 2022 and the upcoming agenda will be preliminary budget suggestions to find ways to fund OVGA projects.
- 01/10/22 –
 - I participated in the LTC meeting along with Commissioner Kreitz. Commissioner Burrows announced her resignation due to prior commitments and a replacement will need to come from TOML. ESTA received additional funds due to revenue fund overage that will be applied to raises and operations along recreational routes in Mammoth Lakes.
 - I met with CAO Lawton and ACAO Craig regarding ongoing service issues with Race Communications in Crowley Lake.
 - I participated in the first in-person (via zoom) meeting of the Winter Cohort for the NACo Professional Leadership Academy. This 12-week course emphasizes positive leadership techniques and constructive interactions with peers and staff.
- I want to thank the staff, administrative and departmental, with whom I worked directly over the holiday season to address the many ongoing service issues throughout the district. Thanks again for your responsiveness. Things are getting done and the people of District 2 and I appreciate your efforts.

Chair Gardner

- On Wednesday Jan. 5 I participated in the monthly meeting of the June Lake Citizens Advisory Committee. Topics discussed included the County's Strategic Plan, and a COVID update.
- On Friday Jan. 7 I participated in the monthly meeting of the Kutzadika Tribal Council. Topics discussed included the status of Federal recognition of the Tribe, the process for tribal consultation for County projects and other matters, and updates on several ongoing tribal projects.
- Yesterday I participated in the second phase of the Implicit Bias training as part of our Justice, Equity, Diversity, and Inclusion Working Group. The discussion was very interesting and identified for me some important challenges for us as we move ahead with this work.
- Yesterday I also chaired a special meeting of the Yosemite Area Regional Transportation Authority Board. We supported moving ahead with a fare increase later this year.
- Also, yesterday I participated on the monthly meeting of the Eastern Sierra Sustainable Recreation Partnership. Topics discussed included descriptions of several recreation-related initiatives and updates from the various partner agencies. One of the items noted were two recent articles both written by Elizabeth Weil, including a ProPublica article entitled, "California's Forever Fire" and a New York Times article entitled, "This Isn't the California I Married". I would encourage my Board colleagues and staff to read these pieces.

Note:

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Supervisor Kreitz:

- January 6th, I participated in a small group discussion amongst the CCRH Board on our REDI Work. Mutuality
- Later that day I attended the Mammoth Lakes Housing Board meeting. The Board approved and adopted a resolution to authorize a Joint Project Homekey grant application with the Town of Mammoth Lakes.
 - Request to bring forward a resolution of the Mono County Board of Supervisors at next week's meeting authorizing a match of up to \$400,000
- Yesterday, Monday January 10th at attended the regular meeting of the Mono County LTC. The Commission elected a new 2022 chair and vice chair - Commissioner Wentworth and Commissioner Peters. Some of the highlights from yesterday include an increase of over \$200,000 in funding for ESTA, and the Town and Caltrans discussing putting Main Street/HWY 203 on a "road diet."
- Later Monday, I attended the monthly CCRH Legislative Committee meeting. We discussed the Governor's January budget release. In the realm of new development of affordable housing - his proposal is underwhelming. It also repurposes federal funds and most of his affordable housing proposals are spread out over two years with smaller amounts being rolled out this fiscal year. We shall see how and where we end up in the May revise budget.

Supervisor Peters:

- Have reached out to CSAC regarding the cannabis tax reform resolution request that came before the Board in December

Moved to Item 9.

ADJOURNED AT 1:52 PM.

ATTEST

**BOB GARDNER
CHAIR OF THE BOARD**

**QUEENIE BARNARD
ASSISTANT CLERK OF THE BOARD**

Note:

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**DRAFT MEETING MINUTES
BOARD OF SUPERVISORS, COUNTY OF MONO
STATE OF CALIFORNIA**

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.

Teleconference Only - No Physical Location

**Regular Meeting
January 18, 2022**

Backup Recording	Zoom
Minute Orders	M22-018 – M22-021
Resolutions	R22-09 – R22-10
Ordinance	ORD22-02 Not Used

9:00 AM Meeting Called to Order by Chair Gardner.

Supervisors Present: Corless, Duggan, Gardner, Kreitz, and Peters (all attended via teleconference).

Supervisors Absent: None.

The Mono County Board of Supervisors stream most of their meetings live on the internet and archives them afterward. To search for a meeting from June 2, 2015 forward, please go to the following link: <http://www.monocounty.ca.gov/meetings>.

Pledge of Allegiance led by Supervisor Duggan.

Supervisor Peters:

- *"The time is always right to do what is right." – Martin Luther King, Jr*

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Chair Gardner:

- Announcement regarding Public Comments – At the beginning of a meeting, it would be appropriate for someone to comment on items not on the agenda as well as items on the agenda. This will make it more convenient for members of the public who want to provide Public Comment on an item but do not want to wait through the whole meeting.

Supervisor Corless:

- Adjourn in memory of Linda Arcularius, long time former Inyo County Supervisor and regional leader

Note:

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Stacey Simon, County Counsel:

- Urgency Item addition

Urgency Item Addition to Agenda – Closed Session Item related to

Exposure to Litigation: The Board determined that there is a need to take immediate action with respect to the proposed agenda item, that the need for action came to the County's attention subsequent to the agenda being posted and therefore, that the Board add the item to the agenda.

Authority: Govt. Code §54954.2(b)(2). Note that urgency items may only be added to the agendas of regular meetings, not special meetings.

Peters motion. Duggan seconded.

Vote: 5 yes, 0 no

M22-018

Bob Lawton, CAO:

- Request Item 7E be moved to February 1 agenda

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICER

CAO Report regarding Board Assignments

Bob Lawton, CAO:

- Preparing for mid-year budget release for the Board on February 22 – CAO Budget team has been meeting with department heads
- Met with candidate for position of Housing Opportunities Manager
- Community Conversation with respect to COVID outbreak – thanked Public Health and Justin Caporusso for putting that together
- Two EOC meetings
- Attended Town/County Liaison Committee meeting

John Craig, Assistant CAO:

- Collective Bargaining Negotiating Team
- Organizing the work of the CAO office in the absence of an Assistant to the CAO
- Hopeful to have candidate for Assistant to the CAO brought before the Board in the near future

4. DEPARTMENT/COMMISSION REPORTS

Tony Dublino, Director of Public Works:

- Boiler failure in Annex 1
- Civic Center snowrails update

Stacey Simon, County Counsel:

- Recruitment for Deputy County Counsel

Note:

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5. CONSENT AGENDA

(All matters on the consent agenda are to be approved on one motion unless a board member requests separate action on a specific item.)

A. Board Minutes

Approval of the Board Minutes from the December 2021 meetings.

Action:

- 1) Approve the Board Minutes from the Regular Meeting on December 7, 2021.
- 2) Approve the Board Minutes from the Regular Meeting on December 14, 2021.

Duggan motion. Kreitz seconded.

Vote: 5 yes, 0 no

M22-019

B. Contract for Legal Services - Indigent Defense

Departments: CAO

Proposed contract with attorney Josh Hillemeier pertaining to the provision of indigent defense services for Mono County.

Action: Approve contract with attorney Josh Hillemeier to provide public defender services in Mono County for a period of two years commencing March 21, 2022, and ending March 20, 2024, and authorize Chair to execute said contracts on behalf of the County.

Duggan motion. Kreitz seconded.

Vote: 5 yes, 0 no

M22-020

C. Mono County Lactation Policy

Departments: County Counsel

Proposed resolution adopting a Lactation Accommodation Policy and Request Form and amending Mono County's Personnel Rules applicable to all employee bargaining units to add Section 345 "Lactation Accommodation."

Action: Adopt resolution R22-09, adopting a Lactation Accommodation Policy and Request Form and amending Mono County's Personnel Rules

Note:

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applicable to all employee bargaining units to add Section 345 "Lactation Accommodation."

Duggan motion. Kreitz seconded.

Vote: 5 yes, 0 no

R22-09

D. Prop 68 Grant Application for Mountain Gate Park

Departments: Public Works

Proposed resolution Approving the Application for Rural Recreation and Tourism Program Grant Funds.

Action: Adopt resolution R22-10, Approving the Application for Rural Recreation and Tourism Program Grant Funds.

Duggan motion. Kreitz seconded.

Vote: 5 yes, 0 no

R22-10

6. CORRESPONDENCE RECEIVED

Direction may be given to staff regarding, and/or the Board may discuss, any item of correspondence listed on the agenda.

The Board acknowledged receipt of the correspondence.

A. Governor's Proclamation of the June 7, 2022 Statewide Direct Primary Election

Departments: Elections

A proclamation by the Governor of the State of California that the Statewide Direct Primary Election will be held throughout the state on Tuesday, June 7, 2022.

B. Letter from Range of Light Group concerning Withdrawal from OVGA and Fish Slough Wetland

A letter from the Sierra Club Toiyabe Chapter Range of Light Group discussing concerns over the Fish Slough wetland should Mono County withdraw from the Owens Valley Groundwater Authority (OVGA) Joint Powers Agreement.

7. REGULAR AGENDA - MORNING

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

A. COVID-19 (Coronavirus) Update

Departments: CAO, Public Health

(Robert C. Lawton, CAO, Bryan Wheeler, Public Health Director, Dr. Caryn Slack, Public Health Officer) - Update on Countywide response and planning related to the COVID-19 pandemic.

Action: None.

Bryan Wheeler, Public Health Director:

- Presentation (can be found under Supporting Documents on meeting webpage: <https://monocounty.ca.gov/bos/page/board-supervisors-140>)
- Addressed death that was not counted in numbers

Supervisor Peters:

- Coordinate with Paramedic Chief Mokracek to look in to paramedics in North County being able to provide testing opportunities for schools and employees

Supervisor Kreitz:

- Concern from constituent regarding party at Canyon Lodge with no masks – upset that schools are closed but indoor unmasked parties are allowed to happen
- Hospital press release after school closure stating that they are able serve everyone, COVID and otherwise

B. Justice, Equity, Diversity, and Inclusion (JEDI) Update

Departments: JEDI

(Scheereen Dedman, JEDI Coordinator) - Update on the proposed Justice, Equity, Diversity, and Inclusion (JEDI) training plan.

Action: None.

Scheereen Dedman, JEDI Coordinator:

- JEDI group meets monthly – focusing on examining practices as an organization through JEDI lens
- Have completed two of the three phases of the Implicit Bias Training

C. Workshop - County Retiree Health Care Obligation

Departments: Finance

(Janet Dutcher, Finance Director) - Workshop providing information about the County's Retiree Health Care program, the resulting obligation, status of assets accumulated to pay future retiree health care costs, budgetary impacts, and review of funding policy options.

Action: None.

Janet Dutcher, Finance Director:

- Workshop – plan description, demographics, valuation assumptions, Net OPEB

Note:

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liability, illustrative scenarios and policy options, next steps

Break: 10:42 AM
Reconvened: 10:51 AM

D. Letter to the Board of Forestry and Fire Protection Regarding the 2021 State Minimum Fire Safe Regulations

Departments: Community Development

(Wendy Sugimura, Community Development Director) - Proposed comment letter to the Board of Forestry and Fire Protection (BOF) regarding the November 22 Draft of the State Minimum Fire Safe Regulations. The BOF initiated a 15-day comment period on January 3 and written comments are due Wednesday January 19, 2022.

Action: 1) Approve letter and authorize the Chair to sign; 2) Direct staff to submit the approved letter by January 19 deadline.

Duggan motion. Corless seconded.

Vote: 5 yes, 0 no

M22-021

Wendy Sugimura, Community Development Director:

- Reviewed proposed comment letter
- Currently no water tank requirements in Antelope Valley

Kelly Karl, Associate Planner:

- Reviewed water tank requirements

Emily Fox, Deputy County Counsel:

- RCRC entered into litigation – temporary injunctive relief that would keep the comment period open at a minimum, until additional documentation showing adequate compliance with the Administrative Procedures Act and the Public Records Act

E. Amendment to Deputy Probation Officers MOU

Departments: Probation

(Karin Humiston, Chief Probation Officer) - Proposed resolution amending the Memorandum of Understanding (MOU) between the County and the Deputy Probation Officers' Association to to add Special Assignment Pay for Officers providing Batterers' Intervention Services.

Action: Adopt resolution amending MOU with Deputy Probation Officers Association to add a provision establishing five percent (5%) special assignment pay for up to three certified officers assigned as Batterers Intervention facilitators.

Note:

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- Tabled for February 1, 2022 meeting.

F. Request for Letter of Commitment for Project Homekey Grant Application for Mammoth Lakes Housing

Departments: CAO

(Robert C. Lawton) - Request for a letter of commitment to a Project Homekey grant application for Mammoth Lakes Housing to the State of California. If successful, this project will result in the creation of 14 housing units in Mammoth Lakes, to be owned and operated by Mammoth Lakes Housing. The grant application requires up to a \$1.2m in a local match, currently anticipated as up to a \$700,000 contribution from the Town of Mammoth Lakes and this request for a commitment of up to a \$500,000 contribution from the County.

Action: Approve submitting letter of commitment with the following provisions:

- 1) Revise \$500,000 to \$550,000
- 2) Conditioned upon approval by Town of its commitment of \$750,000
- 3) Agreement must come back to the Board prior to dissemination of funds

Kreitz motion. Corless seconded.

Vote: 4 yes, 1 no

M22-022

Roll Call:

Corless - Y

Duggan - Y

Gardner - Y

Kreitz - Y

Peters - N

Patricia Robertson, Mammoth Lakes Housing Executive Director:

- Presentation – the need for community housing, 2017 Needs Assessment, effects of COVID, and lifestyle migration, on housing availability, affordable housing waiting list, current opportunity, project timing, grant application details

Supervisor Peters:

- Inquired about funding the proposed \$550,000
- Will not support allocating money to this project when there are no plans for any project in North County

Bob Lawton, CAO:

- Two funding sources: General Fund contribution of \$400,000 and a share of our State Whole Person Care Grant that has about \$300,000 (\$150,000 has been earmarked for supporting the Housing Opportunities Manager position over the next four years, \$150,000 intended for actual housing opportunities)

Note:

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Break: 12:07 PM
Reconvened: 12:15 PM

Moved to Item 10.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

None.

9. CLOSED SESSION

Closed Session: 12:39 PM

Reconvened: 1:44 PM

No action to report out of Closed Session.

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, Anne Frievalt, Ryan Roe, and Oliver Yee. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO). Unrepresented employees: All.

B. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *Shroeder Muniz v. County of Mono et al.* (DFEH Case No. 202108-14595527).

C. Closed Session - Public Employee Evaluation

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Administrative Officer.

D. Urgency Item

Closed Session – Exposure to Litigation

10. BOARD MEMBER REPORTS

Supervisor Corless:

Note:

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- 1/12 - RCRC Board of Directors Meeting:
https://www.rcrcnet.org/sites/default/files/useruploads/Meetings/Board_of_Directors/2022/January_12_2022/BoardMeeting_Highlights_January_12_2022_FINAL.pdf
- 1/12 - Pathways to 30x30 Advisory Committee Public Meeting. Draft strategy document is still out for public comment, consider county interest in commenting?
- 1/13 - RCRC Wildfire ad-hoc committee meeting, discussion with US Forest Service Region 5 deputy foresters Liz Berger and Tony Scardina Eastern Sierra Climate and Community Resilience Project update meeting; planning a wildfire workshop agenda item for 2/1 meeting
- 1/14 - Town County Liaison Committee: first time this committee has met in over two years; updates on housing, solid waste, radio system; planning joint board/council meeting for March

Supervisor Duggan:

- 01/12/22 -
 - I participated in the NACO Policy Steering Committee Meeting for Environment, Energy, and Land Use. We saw a presentation on the importance of pollinators and their habitat loss, along with the effects of parasites, diseases, pesticides, and climate change. Tools and resources are available if you would like to improve your habitat at www.pollinator.org. The committee is preparing for the February Legislative Conference and will have calls to discuss resolutions.
 - I participated in a Special Meeting with the IMACA Board which included a financial status update and discussion of organizational priorities. Staff departures have facilitated hiring a consultant to assist with billing and revenue collection. Upcoming meetings will include a strategic planning presentation. IMACA provides such a wide range of vital services to the community, opportunities to partner and support programs are key to the continued success of the organization.
- 01/14/222 -
 - I participated in the ESTA meeting along with Supervisor Gardner. Ridership continues to increase, although it is still about 20% off pre-covid levels. Staff is working on updating the design for the bus wraps, using a local designer. ESTA was success in the application of a CALSTART grant and was awarded \$166k (about 89%) towards planning of the Fleet Electrification Feasibility Plan. The timeline runs through March 2024.
- There is a vacancy on the Economic Development, Tourism and Film Commission for District 2. Anyone interested in serving please contact Jeff Simpson in Economic Development.
- I have been asked by Chair Gardner to work with staff and our partners to share news of upcoming retirements, staffing moves, and important changes of interest to our community. If you have someone on your staff that has exciting news to share, please forward it to me. Some updates of note:
 - The Inyo National Forest welcomes Winfred (Fred) Wong as the Mammoth Lakes District Ranger. Fred comes from the Bureau of Land Management (BLM) as the Assistant Field Manager at the BLM California Ukiah Field Office. He has more than 20 years of federal service with both BLM and the Forest Service.

Chair Gardner:

- On Wednesday Jan. 12 I participated in the monthly meeting of the Mono Basin RPAC. Topics at that meeting included an update from our USFS District Ranger Stephanie Heller, creating a Bear Committee to address concerns, and a

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors

presentation from our County Community Development staff about ADU prescriptive designs.

- On Thursday Jan. 13 I attended the remote Yosemite Gateway Partnership meeting. We heard a presentation from the recreate responsibly California chapter and received updates from Yosemite Supt. Cicely Muldoon. They are considering continuing the reservation system this year but have not made a final decision. There will be plenty of construction in the Park this coming year, both on roads and in other areas, including a complete renovation of the Tuolumne Meadows campground that will close that campground for the next two years. We should expect some impact from that in Lee Vining canyon and other areas.
- Also, on Thursday I participated in the meeting of the Eastern Sierra Climate and Communities Resilience Project. There was an excellent presentation about how the areas will be prioritized for work as a part of the project planning process.
- Finally, On Friday the 14th I attended the monthly meeting of the ESTA Board. Topics at that meeting included the regular operating and financial reports and approval of the bus purchase contract. ESTA continues to struggle with recruiting and retaining bus drivers.

Supervisor Kreitz:

- January 12th, I attended the NACo Community Economic Workforce Development committee meeting. Later that day, I participated in the CCRH Finance Committee budget review meeting. I spoke at the IMACA special board meeting later on Wednesday, supporting their work to preserve the Continuum of Care.
- On Friday, January 14th I participated in the weekly MLH Development and Program Committee meeting. Later, I attended the CCRH Board of Directors meeting. We worked on our REDI program and then held our regular board business meeting. After the CCRH Board meeting, I participated in my first Town-County Liaison meeting. We discussed having a joint meeting between the Council and Board in March.

Supervisor Peters:

- No report

Moved to Item 9.

ADJOURNED AT 1:44 PM in memory of Linda Arcularius.

ATTEST

**BOB GARDNER
CHAIR OF THE BOARD**

**QUEENIE BARNARD
ASSISTANT CLERK OF THE BOARD**

Note:

These draft meeting minutes have not yet been approved by the Mono County Board of Supervisors



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE February 8, 2022

Departments: County Counsel

TIME REQUIRED

SUBJECT Resolution Authorizing Virtual Meetings under AB 361

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed resolution authorizing remote teleconference meetings for the period of February 8, 2022 through March 8, 2022, pursuant to AB 361.

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: x1704 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff report
Resolution
Recommendation

History

Time	Who	Approval
2/3/2022 3:55 AM	County Counsel	Yes
2/1/2022 11:17 AM	Finance	Yes

2/3/2022 4:25 PM

County Administrative Office

Yes

County Counsel
Stacey Simon

Assistant County Counsel
Anne L. Frievault

Deputy County Counsel
Emily R. Fox

**OFFICE OF THE
COUNTY COUNSEL**

Mono County

South County Offices
P.O. BOX 2415
MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700

Risk Manager
Jay Sloane

Paralegal
Kevin Moss

To: Board of Supervisors
From: Stacey Simon
Date: February 8, 2022
Re: Resolution Authorizing Virtual Meetings Under AB 361

Recommended Action

Adopt proposed resolution authorizing remote meetings of the Board of Supervisors for the period of February 8, 2022, through March 8, 2022, pursuant to AB 361.

Strategic Plan Focus Areas Met

Economic Base Infrastructure Public Safety
 Environmental Sustainability Mono Best Place to Work

Discussion

On March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic. That Proclamation remains in effect. Subsequently, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, which modified the teleconferencing rules set forth in the California Open Meeting law, Government Code section 54950 et seq. (the "Brown Act"), in order to allow legislative bodies to meet from remote locations without opening those locations to the public or complying with certain agenda requirements. Those modifications remained in effect through September 30, 2021.

In anticipation of the expiration of the applicable provisions of Executive Order N-29-20, the California legislature adopted, and Governor Newsom signed, AB 361. AB 361 amended the Brown Act to allow local legislative bodies to continue to meet under the modified teleconferencing rules until January 1, 2024, if the meeting occurs during a proclaimed state of emergency and the legislative body finds that it has reconsidered the circumstances of the state of emergency and either: measures to promote social distancing have been imposed or recommended by local health officials; or the state of emergency continues to directly impact the ability of the members to meet safely in person.

The Local Health Officer and the Director of Mono County Public Health have recommended that measures be implemented to promote social distancing, including the holding of virtual meetings. A copy of the memo memorializing that recommendation is included in your agenda

materials. The proposed resolution would therefore make the required findings that the Board has reconsidered the circumstances of the emergency and that local health officials have recommended measures to promote social distancing. If the Board adopts the proposed resolution, then it may continue to meet under the modified Brown Act teleconference rules of AB 361 through March 8, 2022.

In order to continue to meet under those modified rules after March 8, the Board will again need to reconsider the circumstances of the state of emergency and again make one of the additional findings required by AB 361.

If you have any questions regarding this item prior to your meeting, please call me at 760-924-1700.



R22-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
CONTINUING REMOTE TELECONFERENCE MEETINGS
OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO FOR THE
PERIOD OF FEBRUARY 8, 2022, THROUGH MARCH 8, 2022,
PURSUANT TO AB 361**

WHEREAS, on March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic, which Proclamation remains in effect; and

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, modifying the teleconferencing rules set forth in the California Open Meeting law, Government Code section 54950 et seq. (the "Brown Act"), subject to compliance with certain requirements; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, providing that the modifications would remain in place through September 30, 2021; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361, providing that a legislative body subject to the Brown Act may continue to meet under modified teleconferencing rules if the meeting occurs during a proclaimed state of emergency and state or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, the Local Health Officer and the Director of Mono County Public Health have recommended that measures be implemented to promote social distancing, including the holding of virtual meetings of legislative bodies of the County of Mono, a copy of that recommendation is attached as an exhibit and incorporated herein; and

WHEREAS, in the interest of public health and safety, and in response to the local recommendation for measures to promote social distancing, the Mono County Board of Supervisors deems it necessary to invoke the provisions of AB 361 related to teleconferencing for such legislative bodies;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO FINDS AND RESOLVES that:

SECTION ONE: The recitals set forth above are true and correct and are adopted as findings of the Legislative Body.

SECTION TWO: The Legislative Body has reconsidered the circumstances of the State of Emergency issued by the Governor of California on March 4, 2020 in response to the COVID-19 pandemic.

1 **SECTION THREE:** Local officials continue to recommend measures to promote social
2 distancing and the state of emergency continues to directly impact the ability of the members to
3 meet safely in person.

4 **SECTION FOUR:** Meetings of the Board of Supervisors shall continue to be held 100%
5 virtually through March 8, 2022.

6 **SECTION FIVE:** Staff is directed to return to the Board no later than thirty (30) days
7 after the adoption of this resolution for the Board to consider whether to again make the findings
8 required to continue meeting under the modified teleconference procedures of AB 361 after
9 March 8, 2022.

9 **PASSED, APPROVED and ADOPTED** this 8 day of February, 2022, by the following
10 vote, to wit:

11 **AYES:**

12 **NOES:**

13 **ABSENT:**

14 **ABSTAIN:**

15 _____
16 Bob Gardner, Chair
17 Mono County Board of Supervisors

17 **ATTEST:**

17 **APPROVED AS TO FORM:**

18
19
20
21 _____
22 Clerk of the Board

21 _____
22 County Counsel



MONO COUNTY HEALTH DEPARTMENT

Public Health

P.O. BOX 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 932-5284
P.O. BOX 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831

To: Board of Supervisors

From: Caryn K. Slack, Public Health Officer

Re: Recommendation regarding Social Distancing and Virtual Meetings

As Health Officer for Mono County, I strongly recommend that physical/social distancing measures continue to be practiced throughout our Mono County communities, including at meetings of the Board of Supervisors and other County-related legislative bodies subject to the Brown Act, to minimize the spread of COVID-19. In workplaces, employers are subject to Cal/OSHA COVID-19 Temporary Standards (ETS).

Subchapter 7. General Industry Safety Orders
Introduction

§3205. COVID-19 Prevention.

NOTE: See Executive Order N-84-20 (2019 CA EO 84-20), issued in response to the COVID-19 pandemic, which suspends certain provisions relating to the exclusion of COVID-19 cases from the workplace.

(a) Scope.

(1) This section applies to all employees and places of employment, with the following exceptions:

(A) Work locations with one employee who does not have contact with other persons.

(B) Employees working from home.

(C) Employees with occupational exposure as defined by section 5199, when covered by that section.

(D) Employees teleworking from a location of the employee's choice, which is not under the control of the employer.

(2) Nothing in this section is intended to limit more protective or stringent state or local health department mandates or guidance.

(b) Definitions. The following definitions apply to this section and to sections 3205.1 through 3205.4.

(1) “Close contact” means being within six feet of a COVID-19 case for a cumulative total of 15 minutes or greater in any 24-hour period within or overlapping with the “high-risk exposure period” defined by this section. This definition applies regardless of the use of face coverings.

Whether vaccinated or not, positive individuals are contracting the Omicron variant and infecting others in our communities. Social distancing and masking are crucial mitigation measures to prevent the disease’s spread. Virtual board meetings allow for the participation of the community, county staff, presenters, and board members in a safe environment, with no risk of contagion. It is recommended that legislative bodies in Mono County implement fully remote meetings to the extent possible.

If you have any questions regarding this recommendation, please do not hesitate to contact me, or Public Health Director Bryan Wheeler. We will continue to evaluate this recommendation on an ongoing basis and will communicate when there is no longer such a recommendation with respect to meetings for public bodies.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 8, 2022

Departments: Risk Management

TIME REQUIRED

SUBJECT Claim for Damages - Curren Zalac

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Claim for damages filed by Curren Zalac, related to alleged personal injury during a bicycle accident on Minaret Road in Mammoth Lakes, CA. The County of Mono has no affiliation with the road or property where the accident occurred and the claim is therefore misdirected.

RECOMMENDED ACTION:

Deny the claim submitted by Levitt, Leichenger & Aberle LLP, on behalf of Curren Zalac, direct the Risk Manager, in consultation with County Counsel, to send notice to the claimant of the denial.

FISCAL IMPACT:

None.

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report

History

Time	Who	Approval
1/25/2022 5:13 PM	County Counsel	Yes
2/1/2022 11:19 AM	Finance	Yes

2/3/2022 4:27 PM

County Administrative Office

Yes

County Counsel
Stacey Simon

Assistant County Counsels
Christian E. Milovich
Anne L. Frievalt

Deputy County Counsel
Emily R. Fox

**OFFICE OF THE
COUNTY COUNSEL**
Mono County

South County Offices
P.O. BOX 2415
MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700

Risk Manager
Jay Sloane

Paralegal
Kevin Moss

To: Board of Supervisors
From: Jay Sloane
Date: February 8, 2022
Re: Claim for damages filed by Current Zalac

Discussion:

On December 20, 2021 the Clerk of the Board received a claim filed by Levitt, Leichenger & Aberle LLP on behalf of Current Zalac. The claim alleges bodily injury related to a bicycle accident on June 16, 2021. The location of the accident was on Minaret Road, near Burgers Restaurant, and Mono County has no affiliation with this road or location.

Recommended Action:

Deny the claim submitted by Levitt, Leichenger & Aberle LLP on behalf of Current Zalac, direct the Risk Manager, in consultation with County Counsel, to send the notice to the claimant of said denials.

Fiscal Impact:

None.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 8, 2022

Departments: Finance

TIME REQUIRED

SUBJECT Monthly Treasury Transaction Report

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Treasury Transaction Report for the month ending 12/31/2021.

RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month ending 12/31/2021.

FISCAL IMPACT:

None

CONTACT NAME: Gerald Frank

PHONE/EMAIL: 7609325483 / gfrank@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Treasury Transaction Report for the month ending 12/31/2021](#)

History

Time	Who	Approval
1/25/2022 4:58 PM	County Counsel	Yes
1/14/2022 1:46 PM	Finance	Yes
2/3/2022 4:26 PM	County Administrative Office	Yes



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 11/30/2021, End Date: 12/31/2021

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Buy Transactions									
Buy	12/1/2021	3133ENGC8	1,000,000.00	FFCB 1.32 6/1/2026	100.00	1,000,000.00	0.00	1.32	1,000,000.00
Buy	12/22/2021	3130AQAF0	1,000,000.00	FHLB 0.8 12/22/2023-22	100.00	1,000,000.00	0.00	0.80	1,000,000.00
Subtotal			2,000,000.00			2,000,000.00	0.00		2,000,000.00
Deposit	12/8/2021	LAIF6000Q	5,000,000.00	Local Agency Investment Fund LGIP	100.00	5,000,000.00	0.00	0.00	5,000,000.00
Deposit	12/9/2021	LAIF6000Q	5,000,000.00	Local Agency Investment Fund LGIP	100.00	5,000,000.00	0.00	0.00	5,000,000.00
Deposit	12/10/2021	LAIF6000Q	5,000,000.00	Local Agency Investment Fund LGIP	100.00	5,000,000.00	0.00	0.00	5,000,000.00
Deposit	12/14/2021	LAIF6000Q	3,000,000.00	Local Agency Investment Fund LGIP	100.00	3,000,000.00	0.00	0.00	3,000,000.00
Deposit	12/31/2021	OAKVALLEY0670	1,161.53	Oak Valley Bank Cash	100.00	1,161.53	0.00	0.00	1,161.53
Deposit	12/31/2021	OAKVALLEY0670	30,174,390.72	Oak Valley Bank Cash	100.00	30,174,390.72	0.00	0.00	30,174,390.72
Subtotal			48,175,552.25			48,175,552.25	0.00		48,175,552.25
Total Buy Transactions			50,175,552.25			50,175,552.25	0.00		50,175,552.25
Interest/Dividends									
Interest	12/1/2021	41987YAV8	0.00	Hawaiian Gardens Redev 2.714 12/1/2023		0.00	6,785.00	0.00	6,785.00
Interest	12/1/2021	299547AQ2	0.00	Evansville Teachers Federal Credit Union 2.6 6/12/		0.00	532.11	0.00	532.11
Interest	12/1/2021	538036HP2	0.00	Live Oak Banking Company 1.85 1/20/2025		0.00	378.62	0.00	378.62
Interest	12/1/2021	76124YAB2	0.00	Resource One Credit Union 1.9 11/27/2024		0.00	382.60	0.00	382.60
Interest	12/1/2021	91435LAB3	0.00	University of Iowa Community Credit Union 3 4/28/2		0.00	604.11	0.00	604.11
Interest	12/1/2021	378612AE5	0.00	City of Glendora CA POB 1.898 6/1/2024		0.00	4,745.00	0.00	4,745.00
Interest	12/1/2021	765761BH3	0.00	City of Ridgecrest California 5 6/1/2022		0.00	11,000.00	0.00	11,000.00
Interest	12/1/2021	499724AD4	0.00	Knox TVA Employee Credit Union 3.25 8/30/2023		0.00	654.45	0.00	654.45
Interest	12/1/2021	052392AA5	0.00	Austin Telco FCU 1.8 2/28/2025		0.00	368.38	0.00	368.38
Interest	12/2/2021	15118RUR6	0.00	Celtic Bank 1.35 4/2/2025		0.00	276.29	0.00	276.29
Interest	12/5/2021	32117BCX4	0.00	First National Bank Dama 2.8 5/5/2023		0.00	573.04	0.00	573.04
Interest	12/7/2021	90983WBT7	0.00	United Community Bank 1.65 2/7/2025		0.00	337.68	0.00	337.68
Interest	12/8/2021	29367SJK8	0.00	Enterprise Bank & Trust 1.8 11/8/2024		0.00	368.38	0.00	368.38
Interest	12/8/2021	89579NCB7	0.00	Triad Bank/Frontenac MO 1.8 11/8/2024		0.00	368.38	0.00	368.38



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 11/30/2021, End Date: 12/31/2021

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	12/9/2021	313383QR5	0.00	FHLB 3.25 6/9/2023		0.00	7,312.50	0.00	7,312.50
Interest	12/9/2021	59452WAE8	0.00	Michigan Legacy Credit Union 3.45 11/9/2023		0.00	706.07	0.00	706.07
Interest	12/10/2021	25460FCF1	0.00	Direct Federal Credit Union 3.5 9/11/2023		0.00	716.30	0.00	716.30
Interest	12/10/2021	59013JZP7	0.00	Merrick Bank 2.05 8/10/2022		0.00	412.81	0.00	412.81
Interest	12/10/2021	3133ELH80	0.00	FFCB 0.68 6/10/2025-22		0.00	3,400.00	0.00	3,400.00
Interest	12/11/2021	70320KAX9	0.00	Pathfinder Bank 0.7 3/11/2026		0.00	143.26	0.00	143.26
Interest	12/12/2021	856487AM5	0.00	State Bank of Reeseville 2.6 4/12/2024		0.00	532.11	0.00	532.11
Interest	12/13/2021	66736ABP3	0.00	Northwest Bank 2.95 2/13/2024		0.00	603.74	0.00	603.74
Interest	12/13/2021	69417ACG2	0.00	Pacific Crest Savings Bank 2.85 3/13/2024		0.00	583.27	0.00	583.27
Interest	12/13/2021	15721UDA4	0.00	CF Bank 2 8/13/2024		0.00	409.32	0.00	409.32
Interest	12/13/2021	3130A5R35	0.00	FHLB 2.875 6/13/2025		0.00	10,853.13	0.00	10,853.13
Interest	12/14/2021	32114VBT3	0.00	First National Bank of Michigan 1.65 2/14/2025		0.00	337.68	0.00	337.68
Interest	12/14/2021	17801GBX6	0.00	City National Bank of Metropolis 1.65 2/14/2025		0.00	337.68	0.00	337.68
Interest	12/14/2021	45581EAR2	0.00	Industrial and Commercial Bank of China USA, NA 2.		0.00	533.63	0.00	533.63
Interest	12/15/2021	20143PDV9	0.00	Commercial Bank Harrogate 3.4 11/15/2023		0.00	695.84	0.00	695.84
Interest	12/15/2021	061785DY4	0.00	Bank of Deerfield 2.85 2/15/2024		0.00	583.27	0.00	583.27
Interest	12/15/2021	30257JAM7	0.00	FNB Bank Inc/Romney 3 1/16/2024		0.00	613.97	0.00	613.97
Interest	12/15/2021	62384RAF3	0.00	Mountain America Federal Credit Union 3 3/27/2023		0.00	604.11	0.00	604.11
Interest	12/16/2021	740367HP5	0.00	Preferred Bank LA Calif 2 8/16/2024		0.00	409.32	0.00	409.32
Interest	12/16/2021	33640VCF3	0.00	First Service Bank 3.3 5/16/2023		0.00	675.37	0.00	675.37
Interest	12/17/2021	219240BY3	0.00	Cornerstone Community Bank 2.6 5/17/2024		0.00	532.11	0.00	532.11
Interest	12/17/2021	50116CBE8	0.00	KS Statebank Manhattan KS 2.1 5/17/2022		0.00	422.88	0.00	422.88
Interest	12/17/2021	24422EVR7	0.00	John Deere Capital Corp 1.05 6/17/2026		0.00	2,625.00	0.00	2,625.00
Interest	12/18/2021	457731AK3	0.00	Inspire Federal Credit Union 1.15 3/18/2025		0.00	235.36	0.00	235.36
Interest	12/18/2021	00257TBJ4	0.00	Abacus Federal Savings Bank 1.75 10/18/2024		0.00	358.15	0.00	358.15
Interest	12/18/2021	89236TJK2	0.00	Toyota Motor Credit Corp 1.125 6/18/2026		0.00	2,812.50	0.00	2,812.50



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 11/30/2021, End Date: 12/31/2021

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	12/18/2021	22766ABN4	0.00	Crossfirst Bank 2.05 8/18/2022		0.00	412.81	0.00	412.81
Interest	12/18/2021	48836LAF9	0.00	Kemba Financial Credit Union 1.75 10/18/2024		0.00	358.15	0.00	358.15
Interest	12/19/2021	560507AJ4	0.00	Maine Savings Federal Credit Union 3.3 5/19/2023		0.00	675.37	0.00	675.37
Interest	12/19/2021	310567AB8	0.00	Farmers State Bank 2.35 9/19/2022		0.00	473.22	0.00	473.22
Interest	12/20/2021	50625LAK9	0.00	Lafayette Federal Credit Union 3.5 11/20/2023		0.00	716.30	0.00	716.30
Interest	12/20/2021	32112UCW9	0.00	First National Bank of McGregor 2.85 2/21/2024		0.00	583.27	0.00	583.27
Interest	12/22/2021	061803AH5	0.00	Bank of Delight 2.85 2/22/2024		0.00	583.27	0.00	583.27
Interest	12/22/2021	92535LCC6	0.00	Verus Bank of Commerce 2.8 2/22/2024		0.00	573.04	0.00	573.04
Interest	12/23/2021	938828BJ8	0.00	Washington Federal Bank 2.05 8/23/2024		0.00	419.55	0.00	419.55
Interest	12/23/2021	33766LAJ7	0.00	Firstier Bank 1.95 8/23/2024		0.00	399.08	0.00	399.08
Interest	12/24/2021	03753XBD1	0.00	Apex Bank 3.1 8/24/2023		0.00	624.25	0.00	624.25
Interest	12/24/2021	90348JEV8	0.00	UBS Bank USA 3.45 10/24/2023		0.00	706.07	0.00	706.07
Interest	12/25/2021	063907AA7	0.00	Bank of Botetourt 1.75 10/25/2024		0.00	358.15	0.00	358.15
Interest	12/25/2021	22230PBY5	0.00	Country Bank New York 3 1/25/2024		0.00	613.97	0.00	613.97
Interest	12/25/2021	330459BY3	0.00	FNB BANK INC 2 2/25/2022		0.00	402.74	0.00	402.74
Interest	12/26/2021	208212AR1	0.00	Connex Credit Union 0.5 8/26/2024		0.00	102.33	0.00	102.33
Interest	12/26/2021	32065TAZ4	0.00	First Kentucky Bank Inc 2.55 4/26/2024		0.00	521.88	0.00	521.88
Interest	12/26/2021	3137EAES4	0.00	FHLMC 0.25 6/26/2023		0.00	1,250.00	0.00	1,250.00
Interest	12/26/2021	05465DAE8	0.00	AXOS Bank 1.65 3/26/2025		0.00	337.68	0.00	337.68
Interest	12/26/2021	56065GAG3	0.00	Mainstreet Bank 2.6 4/26/2024		0.00	532.11	0.00	532.11
Interest	12/27/2021	39115UBE2	0.00	Great Plains Bank 2.8 2/27/2024		0.00	573.04	0.00	573.04
Interest	12/27/2021	32063KAV4	0.00	First Jackson Bank 1.05 3/27/2025		0.00	214.89	0.00	214.89
Interest	12/27/2021	79772FAF3	0.00	San Francisco FCU 1.1 3/27/2025		0.00	225.12	0.00	225.12
Interest	12/28/2021	080515CH0	0.00	Belmont Savings Bank 2.7 2/28/2023		0.00	543.70	0.00	543.70
Interest	12/28/2021	59828PCA6	0.00	Midwest Bank of West IL 3.3 8/29/2022		0.00	675.37	0.00	675.37
Interest	12/29/2021	3133EMN81	0.00	FFCB 0.31 12/29/2023-21		0.00	1,550.00	0.00	1,550.00
Interest	12/29/2021	USBANK920	0.00	US BANK Cash		0.00	0.12	0.00	0.12



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 11/30/2021, End Date: 12/31/2021

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	12/29/2021	01748DAX4	0.00	ALLEGIANCE BK TEX HOUSTON 2.15 9/29/2022		0.00	432.95	0.00	432.95
Interest	12/29/2021	70962LAS1	0.00	Pentagon Federal Credit Union 0.9 9/29/2026		0.00	184.19	0.00	184.19
Interest	12/29/2021	45780PAX3	0.00	Institution for Savings in Newburyport 0.85 7/29/2		0.00	173.96	0.00	173.96
Interest	12/30/2021	3136G4XZ1	0.00	FNMA 0.74 6/30/2025-21		0.00	2,941.50	0.00	2,941.50
Interest	12/31/2021	710571DS6	0.00	Peoples Bank Newton NC 2 7/31/2024		0.00	422.96	0.00	422.96
Interest	12/31/2021	694231AC5	0.00	Pacific Enterprise Bank 1.15 3/31/2025		0.00	243.20	0.00	243.20
Interest	12/31/2021	LAIF6000Q	0.00	Local Agency Investment Fund LGIP		0.00	27,382.05	0.00	27,382.05
Interest	12/31/2021	91282CBC4	0.00	T-Note 0.375 12/31/2025		0.00	1,875.00	0.00	1,875.00
Interest	12/31/2021	29278TCP3	0.00	Enerbank USA 3.2 8/30/2023		0.00	644.38	0.00	644.38
Interest	12/31/2021	67054NAM5	0.00	Numerica Credit Union 3.4 10/31/2023		0.00	719.03	0.00	719.03
Interest	12/31/2021	06426KAM0	0.00	Bank of New England 3.2 7/31/2023		0.00	671.30	0.00	671.30
Interest	12/31/2021	98138MAB6	0.00	Workers Credit Union 2.55 5/31/2022		0.00	513.49	0.00	513.49
Interest	12/31/2021	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	1,161.53	0.00	1,161.53
Subtotal			0.00			0.00	116,614.44		116,614.44
Total Interest/Dividends			0.00			0.00	116,614.44		116,614.44
Sell Transactions									
Withdraw	12/29/2021	LAIF6000Q	1,500,000.00	Local Agency Investment Fund LGIP	0.00	1,500,000.00	0.00	0.00	1,500,000.00
Withdraw	12/31/2021	OAKVALLEY0670	32,004,375.36	Oak Valley Bank Cash	0.00	32,004,375.36	0.00	0.00	32,004,375.36
Subtotal			33,504,375.36			33,504,375.36	0.00		33,504,375.36
Total Sell Transactions			33,504,375.36			33,504,375.36	0.00		33,504,375.36



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE February 8, 2022

Departments: Finance

TIME REQUIRED

SUBJECT Quarterly Investment Report

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Investment Report for the Quarter ending 12/31/2021.

RECOMMENDED ACTION:

Approve the Investment Report for the Quarter ending 12/31/2021.

FISCAL IMPACT:

None

CONTACT NAME: Gerald Frank

PHONE/EMAIL: 7609325483 / gfrank@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Investment Report for the Quarter ending 12/31/2021

History

Time	Who	Approval
1/25/2022 4:58 PM	County Counsel	Yes
1/25/2022 11:13 AM	Finance	Yes
2/3/2022 4:26 PM	County Administrative Office	Yes



DEPARTMENT OF FINANCE

COUNTY OF MONO

Gerald A. Frank, CGIP
Assistant Finance Director
Treasurer-Tax Collector

Janet Dutcher, CPA, CGFM, MPA
Finance Director

Kimberly Bunn
Assistant Finance Director
Auditor-Controller

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Date: February 8, 2022
To: Honorable Board of Supervisors
Treasury Oversight Committee
Treasury Pool Participants
From: Gerald Frank
Subject: Quarterly Investment Report

The Treasury Pool investment report for the quarter ended December 31, 2021 is attached pursuant to Government Code §53646(b) and includes the following reports:

- **Portfolio Holdings by Security Sector** - includes, among other information, the type of investment, issuer, date of maturity, par value, dollar amount invested in all securities and market value as calculated by Union Bank, in accordance with Government Code §53646(b)(1).
- **Distribution by Asset Category – Market Value** – Provides a graphic to make it easy to see the asset allocation by type of security.
- **Distribution by Maturity Range – Face Value** – Provides a bar graph to see the maturities of the various investments and gives the reader a sense of the liquidity of the portfolio.
- **Treasury Cash Balances as of the Last Day of the Most Recent 14 Months** – Shows growth in the current mix of cash and investments when compared to prior months and particularly the same time last year. Additionally, the section at the bottom shows maturity by month for all non-same day investments.
- **Mono County Treasury Pool Quarterly Yield Comparison** – Shows, at a glance, the county pool performance in comparison to two-year US Treasuries and the California Local Agency Investment Fund (LAIF).
- **Mono County Treasury Pool Participants** – Provides a graphic to make it easy to see the types of pool participants.

The County also has monetary assets held outside the County Treasury including:

- The Sheriff's Department has two accounts: The Civil Trust Account and the Sheriff's Revolving Fund. The balances in these accounts as of December 31, 2021 were \$32,164 and \$3,573 respectively.
- Mono County's OPEB (Other Post Employment Benefit) trust fund with PARS had a balance of \$29,423,504 as of December 31, 2021. This is an irrevocable trust to mitigate the liability for the County's obligation to pay for retiree health benefits.

The Treasury was in compliance with the Mono County Investment Policy on December 31, 2021.

Weighted Average Maturity (WAM) as of December 31, 2021 was 564 days.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investments are presented at fair market value in accordance with Government Accounting Standards Board (GASB) Statement No. 31, Accounting and Financial Reporting for Certain Investments and for External Pools. On the last day of the quarter, on a book basis, the portfolio totaled \$161,526,959 and the market value was \$162,189,057 (calculated by US Bank) or 100.4% of book value. Market value does not include accrued interest, which was \$371,189 on the last day of the quarter.

Investment Pool earnings are as shown below:

Quarter Ending	3/31/2021	6/30/2021	9/30/2021	12/31/2021
Average Daily Balance	150,218,863	152,222,665	131,503,694	143,360,604
Earned Interest (including accruals)	440,483	414,496	403,161.34	420,363
Earned Interest Rate	1.1892%	1.0922%	1.2163%	1.1633%
Number of Days in Quarter	90	91	92	92
Interest Received (net of amortized costs)	439,255	397,976	397,227	392,359
Administration Costs	\$17,089	\$11,558	\$12,550	\$8,423
Net Interest for Apportionment	\$422,166	\$386,418	\$384,677	\$383,936



Mono County Portfolio Holdings by Security Sector As of December 31, 2021

Description	CUSIP/Ticker	Settlement Date	Cost Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
Cash												
Oak Valley Bank Cash	OAKVALLEY0670	2/28/2009	4,938,975.72	4,938,975.72	4,938,975.72	0.253	0.253	N/A	1	None		3.06
Sub Total / Cash			4,938,975.72	4,938,975.72	4,938,975.72	0.253	0.253		1		0.00	3.06
Local Government Investment Pools												
Local Agency Investment Fund LGIP	LAIF6000Q	7/1/2014	62,041,492.11	62,041,492.11	62,041,492.11	0.212	0.212	N/A	1	NR		38.48
Sub Total / Local Government Investment Pools			62,041,492.11	62,041,492.11	62,041,492.11	0.212	0.212		1		0.00	38.48
CD Negotiable												
Abacus Federal Savings Bank 1.75 10/18/2024	00257TBJ4	10/18/2019	249,000.00	249,000.00	255,202.59	1.750	1.750	10/18/2024	1,022	None	155.20	0.15
ALLEGIANCE BK TEX HOUSTON 2.15 9/29/2022	01748DAX4	9/29/2017	245,000.00	245,000.00	248,381.00	2.150	2.150	9/29/2022	272	None	28.86	0.15
Ally Bank 1.9 8/22/2022	02007GLF8	9/18/2019	246,766.43	247,000.00	249,586.09	1.900	2.053	8/22/2022	234	None	1,684.34	0.15
American Express Bank, FSB 2.35 5/3/2022	02587CEM8	5/3/2017	245,000.00	245,000.00	246,756.65	2.350	2.350	5/3/2022	123	None	914.89	0.15
Apex Bank 3.1 8/24/2023	03753XBD1	8/24/2018	245,000.00	245,000.00	255,275.30	3.100	3.100	8/24/2023	601	None	145.66	0.15
Austin Telco FCU 1.8 2/28/2025	052392AA5	2/28/2020	249,000.00	249,000.00	254,585.07	1.800	1.800	2/28/2025	1,155	None	368.38	0.15
AXOS Bank 1.65 3/26/2025	05465DAE8	3/26/2020	249,000.00	249,000.00	254,520.33	1.650	1.650	3/26/2025	1,181	None	56.28	0.15
Bank Hapoalim B.M. 3.5 11/14/2023	06251AV31	11/14/2018	245,000.00	245,000.00	258,149.15	3.500	3.500	11/14/2023	683	None	1,104.18	0.15
Bank of Baroda New York 3.3 9/28/2023	06062R4E9	11/19/2018	244,516.91	245,000.00	256,554.20	3.300	3.423	9/28/2023	636	None	2,082.16	0.15
Bank of Botetourt 1.75 10/25/2024	063907AA7	10/25/2019	249,000.00	249,000.00	255,212.55	1.750	1.750	10/25/2024	1,029	None	71.63	0.15
Bank of Deerfield 2.85 2/15/2024	061785DY4	2/15/2019	249,000.00	249,000.00	260,389.26	2.850	2.850	2/15/2024	776	None	311.08	0.15
Bank of Delight 2.85 2/22/2024	061803AH5	2/22/2019	249,000.00	249,000.00	260,466.45	2.850	2.850	2/22/2024	783	None	174.98	0.15
Bank of New England 3.2 7/31/2023	06426KAM0	8/9/2018	247,000.00	247,000.00	257,428.34	3.200	3.200	7/31/2023	577	None	0.00	0.15
Belmont Savings Bank 2.7 2/28/2023	080515CH0	2/28/2018	245,000.00	245,000.00	251,517.00	2.700	2.700	2/28/2023	424	None	54.37	0.15
BENEFICIAL BANK 2.15 10/18/2022	08173QBX3	10/18/2017	245,000.00	245,000.00	248,594.15	2.150	2.150	10/18/2022	291	None	1,067.93	0.15
BMW Bank North America 2.7 3/9/2022	05580ALT9	3/9/2018	245,000.00	245,000.00	246,131.90	2.700	2.700	3/9/2022	68	None	2,047.93	0.15
Caldwell Bank & Trust Company 1.95 8/19/2024	128829AE8	8/19/2019	247,000.00	247,000.00	254,345.78	1.950	1.950	8/19/2024	962	None	1,768.25	0.15
Capital One Bank USA NA 2 8/21/2024	14042TCB1	8/30/2019	245,000.00	245,000.00	252,612.15	2.000	2.000	8/21/2024	964	None	1,772.05	0.15
Celtic Bank 1.35 4/2/2025	15118RUR6	4/2/2020	249,000.00	249,000.00	252,117.48	1.350	1.350	4/2/2025	1,188	None	267.08	0.15
Centerstate Bank 1 4/30/2025	15201QDK0	5/13/2020	248,000.00	248,000.00	248,183.52	1.000	1.000	4/30/2025	1,216	None	421.26	0.15
CF Bank 2 8/13/2024	15721UDA4	8/13/2019	249,000.00	249,000.00	256,714.02	2.000	2.000	8/13/2024	956	None	245.59	0.15
City National Bank of Metropolis 1.65 2/14/2025	17801GBX6	2/14/2020	249,000.00	249,000.00	254,522.82	1.650	1.650	2/14/2025	1,141	None	191.35	0.15
Commercial Bank Harrogate 3.4 11/15/2023	20143PDV9	11/15/2018	249,000.00	249,000.00	261,935.55	3.400	3.400	11/15/2023	684	None	371.11	0.15
Commercial Savings Bank 1.8 10/18/2024	202291AG5	10/18/2019	247,000.00	247,000.00	253,481.28	1.800	1.800	10/18/2024	1,022	None	901.38	0.15
Congressional Bank 2.1 7/24/2024	20726ABD9	7/24/2019	247,000.00	247,000.00	255,200.40	2.100	2.100	7/24/2024	936	None	2,273.75	0.15
Connex Credit Union 0.5 8/26/2024	208212AR1	8/26/2021	249,000.00	249,000.00	246,950.73	0.500	0.500	8/26/2024	969	None	17.05	0.15
Cornerstone Community Bank 2.6 5/17/2024	219240BY3	5/17/2019	249,000.00	249,000.00	259,898.73	2.600	2.600	5/17/2024	868	None	248.32	0.15
Country Bank New York 3 1/25/2024	22230PB5	1/25/2019	249,000.00	249,000.00	260,934.57	3.000	3.000	1/25/2024	755	None	122.79	0.15
Crossfirst Bank 2.05 8/18/2022	22766ABN4	8/18/2017	245,000.00	245,000.00	247,746.45	2.050	2.050	8/18/2022	230	None	178.88	0.15
Delta National Bank and Trust 0.55 7/21/2025	24773RBW4	7/31/2020	249,000.00	249,000.00	244,831.74	0.550	0.550	7/21/2025	1,298	None	574.06	0.15
Direct Federal Credit Union 3.5 9/11/2023	25460FCF1	12/10/2018	249,000.00	249,000.00	261,360.36	3.500	3.500	9/11/2023	619	None	501.41	0.15
Dollar BK Fed Savings BK 2.9 4/13/2023	25665QAX3	4/13/2018	245,000.00	245,000.00	252,722.40	2.900	2.900	4/13/2023	468	None	1,537.79	0.15
Enerbank USA 3.2 8/30/2023	29278TCP3	8/31/2018	245,000.00	245,000.00	255,782.45	3.200	3.200	8/30/2023	607	None	0.00	0.15
Enterprise Bank & Trust 1.8 11/8/2024	29367SJO8	11/8/2019	249,000.00	249,000.00	255,573.60	1.800	1.800	11/8/2024	1,043	None	282.43	0.15
Evansville Teachers Federal Credit Union 2.6 6/12/2024	299547AQ2	6/12/2019	249,000.00	249,000.00	260,105.40	2.600	2.600	6/12/2024	894	None	532.11	0.15
Farmers State Bank 2.35 9/19/2022	310567AB8	1/19/2018	245,000.00	245,000.00	248,616.20	2.350	2.350	9/19/2022	262	None	189.29	0.15
First Bank of Highland 2.2 8/9/2022	31914HD2	8/9/2017	245,000.00	245,000.00	247,881.20	2.200	2.200	8/9/2022	221	None	2,126.47	0.15
First Jackson Bank 1.05 3/27/2025	32063KAV4	3/27/2020	248,216.77	249,000.00	249,751.98	1.050	1.150	3/27/2025	1,182	None	28.65	0.15
First Kentucky Bank Inc 2.55 4/26/2024	32065TAZ4	4/26/2019	249,000.00	249,000.00	259,433.10	2.550	2.550	4/26/2024	847	None	86.98	0.15
First Missouri State Bank 2.85 8/14/2023	32100LBY0	2/13/2019	246,000.00	246,000.00	255,188.10	2.850	2.850	8/14/2023	591	None	2,689.15	0.15
First National Bank Dama 2.8 5/5/2023	32117BCX4	3/5/2019	249,000.00	249,000.00	256,836.03	2.800	2.800	5/5/2023	490	None	496.64	0.15
First National Bank of McGregor 2.85 2/21/2024	32112UCW9	2/21/2019	249,000.00	249,000.00	260,454.00	2.850	2.850	2/21/2024	782	None	213.87	0.15



Mono County Portfolio Holdings by Security Sector As of December 31, 2021

Description	CUSIP/Ticker	Settlement Date	Cost Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
First National Bank of Michigan 1.65 2/14/2025	32114VBT3	2/14/2020	249,000.00	249,000.00	254,522.82	1.650	1.650	2/14/2025	1,141	None	191.35	0.15
First Premier Bank 2.05 8/22/2022	33610RQY2	8/22/2017	245,000.00	245,000.00	247,802.80	2.050	2.050	8/22/2022	234	None	1,816.36	0.15
First Service Bank 3.3 5/16/2023	33640VCF3	11/16/2018	249,000.00	249,000.00	249,313.74	3.300	3.300	5/16/2023	501	None	337.68	0.15
Firstier Bank 1.95 8/23/2024	33766LAJ7	8/23/2019	249,000.00	249,000.00	256,425.18	1.950	1.950	8/23/2024	966	None	106.42	0.15
Flagstar Bank FSB 0.6 7/22/2025	33847E3W5	7/22/2020	249,000.00	249,000.00	245,260.02	0.600	0.600	7/22/2025	1,299	None	663.09	0.15
FNB BANK INC 2 2/25/2022	330459BY3	8/25/2017	245,000.00	245,000.00	245,654.15	2.000	2.000	2/25/2022	56	None	80.55	0.15
FNB Bank Inc/Romney 3 1/16/2024	30257JAM7	1/16/2019	249,000.00	249,000.00	261,238.35	3.000	3.000	1/16/2024	746	None	327.45	0.15
Fulton Bank 2.85 3/7/2023	359899AE1	3/7/2019	245,000.00	245,000.00	252,051.10	2.850	2.850	3/7/2023	431	None	2,199.97	0.15
Goldman Sachs Bank USA 0.85 7/28/2026	38149MWX7	7/28/2021	248,000.00	248,000.00	243,734.40	0.850	0.850	7/28/2026	1,670	None	900.95	0.15
Great Plains Bank 2.8 2/27/2024	39115UBE2	2/27/2019	249,000.00	249,000.00	260,254.80	2.800	2.800	2/27/2024	788	None	76.41	0.15
Haddon Savings Bank 0.35 10/20/2025	404730DA8	11/12/2020	247,597.68	249,000.00	242,162.46	0.350	0.486	10/20/2025	1,389	None	174.30	0.15
Healthcare Systems Federal Credit Union 3.2 1/18/2	42228LAC5	1/18/2019	245,000.00	245,000.00	252,256.90	3.200	3.200	1/18/2023	383	None	3,565.59	0.15
High Plains Bank 3 1/16/2024	42971GAA9	1/16/2019	245,000.00	245,000.00	256,617.90	3.000	3.000	1/16/2024	746	None	3,383.01	0.15
Home Savings Bank UT 2.85 2/12/2024	43733LBF3	2/12/2019	246,000.00	246,000.00	257,215.14	2.850	2.850	2/12/2024	773	None	2,708.36	0.15
Industrial and Commercial Bank of China USA, NA 2.	45581EAR2	2/14/2018	245,000.00	245,000.00	251,193.60	2.650	2.650	2/14/2023	410	None	302.39	0.15
Inspire Federal Credit Union 1.15 3/18/2025	457731AK3	3/18/2020	249,000.00	249,000.00	250,581.15	1.150	1.150	3/18/2025	1,173	None	101.99	0.15
Institution for Savings in Newburyport 0.85 7/29/2	45780PAX3	7/29/2021	249,000.00	249,000.00	244,699.77	0.850	0.850	7/29/2026	1,671	None	11.60	0.15
Jefferson Financial Credit Union 3.35 10/19/2023	474067AQ8	10/19/2018	245,000.00	245,000.00	257,100.55	3.350	3.350	10/19/2023	657	None	1,641.50	0.15
Kemba Financial Credit Union 1.75 10/18/2024	48836LAF9	10/18/2019	249,000.00	249,000.00	255,202.59	1.750	1.750	10/18/2024	1,022	None	155.20	0.15
Knox TVA Employee Credit Union 3.25 8/30/2023	499724AD4	8/30/2018	245,000.00	245,000.00	255,968.65	3.250	3.250	8/30/2023	607	None	654.45	0.15
KS Statebank Manhattan KS 2.1 5/17/2022	50116CBE8	11/17/2017	245,000.00	245,000.00	246,724.80	2.100	2.100	5/17/2022	137	None	197.34	0.15
Lafayette Federal Credit Union 3.5 11/20/2023	50625LAK9	11/20/2018	249,000.00	249,000.00	262,478.37	3.500	3.500	11/20/2023	689	None	262.64	0.15
LCA Bank Corporation 2.3 1/12/2022	501798LJ9	1/12/2018	245,000.00	245,000.00	245,166.60	2.300	2.300	1/12/2022	12	None	2,655.40	0.15
Lebanon Federal Credit Union 3.2 9/21/2023	52248LAA4	9/21/2018	245,000.00	245,000.00	256,032.35	3.200	3.200	9/21/2023	629	None	2,169.42	0.15
Live Oak Banking Company 1.85 1/20/2025	538036HP2	1/24/2020	249,000.00	249,000.00	256,029.27	1.850	1.850	1/20/2025	1,116	None	378.62	0.15
Maine Savings Federal Credit Union 3.3 5/19/2023	560507AJ4	10/19/2018	249,000.00	249,000.00	258,740.88	3.300	3.300	5/19/2023	504	None	270.15	0.15
Mainstreet Bank 2.6 4/26/2024	56065GAG3	4/26/2019	249,000.00	249,000.00	259,719.45	2.600	2.600	4/26/2024	847	None	88.68	0.15
MEDALLION BANK 2.15 10/11/2022	58404DAP6	10/11/2017	245,000.00	245,000.00	248,515.75	2.150	2.150	10/11/2022	284	None	1,183.38	0.15
Merrick Bank 2.05 8/10/2022	59013JZP7	8/10/2017	245,000.00	245,000.00	247,658.25	2.050	2.050	8/10/2022	222	None	288.97	0.15
Michigan Legacy Credit Union 3.45 11/9/2023	59452WAE8	11/9/2018	249,000.00	249,000.00	262,072.50	3.450	3.450	11/9/2023	678	None	517.78	0.15
Midwest Bank of West IL 3.3 8/29/2022	59828PCA6	11/28/2018	249,000.00	249,000.00	253,980.00	3.300	3.300	8/29/2022	241	None	67.54	0.15
Morgan Stanley Bank 2.65 1/11/2023	61747MF63	1/11/2018	245,000.00	245,000.00	250,752.60	2.650	2.650	1/11/2023	376	None	3,077.27	0.15
Morgan Stanley Private Bank 3.55 11/8/2023	61760ARS0	11/8/2018	245,000.00	245,000.00	257,955.60	3.550	3.550	11/8/2023	677	None	1,262.92	0.15
Mountain America Federal Credit Union 3 3/27/2023	62384RAF3	3/27/2018	245,000.00	245,000.00	252,810.60	3.000	3.000	3/27/2023	451	None	322.19	0.15
New York Community Bank 0.7 9/10/2024	649447VN6	9/10/2021	249,000.00	249,000.00	248,183.28	0.700	0.700	9/10/2024	984	None	534.84	0.15
Northland Area Federal Credit Union 2.6 2/13/2023	666496AB0	2/13/2018	245,000.00	245,000.00	251,051.50	2.600	2.600	2/13/2023	409	None	2,460.74	0.15
Northwest Bank 2.95 2/13/2024	66736ABP3	2/13/2019	249,000.00	249,000.00	260,889.75	2.950	2.950	2/13/2024	774	None	362.24	0.15
Numerica Credit Union 3.4 10/31/2023	67054NAM5	10/31/2018	249,000.00	249,000.00	261,723.90	3.400	3.400	10/31/2023	669	None	0.00	0.15
Pacific Crest Savings Bank 2.85 3/13/2024	69417ACG2	3/13/2019	249,000.00	249,000.00	260,700.51	2.850	2.850	3/13/2024	803	None	349.96	0.15
Pacific Enterprise Bank 1.15 3/31/2025	694231AC5	3/31/2020	249,000.00	249,000.00	250,531.35	1.150	1.150	3/31/2025	1,186	None	0.00	0.15
Pathfinder Bank 0.7 3/11/2026	70320KAX9	3/11/2021	249,000.00	249,000.00	244,216.71	0.700	0.700	3/11/2026	1,531	None	95.51	0.15
Pentagon Federal Credit Union 0.9 9/29/2026	70962LAS1	9/29/2021	249,000.00	249,000.00	244,776.96	0.900	0.900	9/29/2026	1,733	None	12.28	0.15
Peoples Bank Newton NC 2 7/31/2024	710571DS6	8/1/2019	248,614.23	249,000.00	256,674.18	2.000	2.063	7/31/2024	943	None	0.00	0.15
Plains Commerce Bank 2.6 5/10/2024	72651LCJ1	5/10/2019	245,000.00	245,000.00	255,647.70	2.600	2.600	5/10/2024	861	None	890.05	0.15
Preferred Bank LA Calif 2 8/16/2024	740367HP5	8/16/2019	249,000.00	249,000.00	256,723.98	2.000	2.000	8/16/2024	959	None	204.66	0.15
Raymond James Bank, NA 2 8/23/2024	75472RAE1	8/23/2019	247,000.00	247,000.00	254,681.70	2.000	2.000	8/23/2024	966	None	1,759.45	0.15
Resource One Credit Union 1.9 11/27/2024	76124YAB2	2/4/2020	246,367.55	245,000.00	252,195.65	1.900	1.700	11/27/2024	1,062	None	382.60	0.15
Sallie Mae Bank/Salt Lake 2.75 4/10/2024	7954502D6	4/10/2019	245,000.00	245,000.00	256,221.00	2.750	2.750	4/10/2024	831	None	1,513.63	0.15
San Francisco FCU 1.1 3/27/2025	79772FAF3	3/27/2020	249,000.00	249,000.00	250,150.38	1.100	1.100	3/27/2025	1,182	None	30.02	0.15
State Bank of India-Chicago IL 3.6 11/29/2023	856283G59	11/29/2018	245,000.00	245,000.00	258,847.40	3.600	3.600	11/29/2023	698	None	773.26	0.15
State Bank of Reeseville 2.6 4/12/2024	856487AM5	4/12/2019	249,000.00	249,000.00	259,597.44	2.600	2.600	4/12/2024	833	None	337.00	0.15



Mono County Portfolio Holdings by Security Sector As of December 31, 2021

Description	CUSIP/Ticker	Settlement Date	Cost Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
Synchrony Bank 1.45 4/17/2025	87165FZD9	4/17/2020	248,000.00	248,000.00	251,861.36	1.450	1.450	4/17/2025	1,203	None	738.90	0.15
Third Federal Savings & Loan 1.95 11/25/2024	88413QCK2	11/25/2019	245,000.00	245,000.00	252,528.85	1.950	1.950	11/25/2024	1,060	None	471.21	0.15
Toyota Financial Savings Bank 0.9 4/22/2026	89235MKY6	4/22/2021	248,000.00	248,000.00	244,986.80	0.900	0.900	4/22/2026	1,573	None	428.05	0.15
Triad Bank/Frontenac MO 1.8 11/8/2024	89579NCB7	11/8/2019	249,000.00	249,000.00	255,573.60	1.800	1.800	11/8/2024	1,043	None	282.43	0.15
UBS Bank USA 3.45 10/24/2023	90348JEV8	10/24/2018	249,000.00	249,000.00	261,840.93	3.450	3.450	10/24/2023	662	None	164.75	0.15
United Community Bank 1.65 2/7/2025	90983WBT7	2/7/2020	249,000.00	249,000.00	254,525.31	1.650	1.650	2/7/2025	1,134	None	270.15	0.15
University of Iowa Community Credit Union 3 4/28/2	91435LAB3	4/30/2018	245,000.00	245,000.00	253,266.30	3.000	3.000	4/28/2023	483	None	604.11	0.15
Verus Bank of Commerce 2.8 2/22/2024	92535LCC6	2/22/2019	249,000.00	249,000.00	260,200.02	2.800	2.800	2/22/2024	783	None	171.91	0.15
Washington Federal Bank 2.05 8/23/2024	938828BJ8	8/23/2019	249,000.00	249,000.00	257,075.07	2.050	2.050	8/23/2024	966	None	111.88	0.15
Workers Credit Union 2.55 5/31/2022	98138MAB6	3/3/2020	246,000.54	245,000.00	247,361.80	2.550	1.544	5/31/2022	151	None	0.00	0.15
Sub Total / CD Negotiable			25,472,080.11	25,473,000.00	26,131,856.59	2.291	2.285		779		73,396.13	15.80
Corporate Bonds												
Apple Inc 0.7 2/8/2026-21	037833EB2	2/24/2021	497,609.12	500,000.00	489,790.00	0.700	0.819	2/8/2026	1,500	Moody's-Aaa	1,390.28	0.31
Apple Inc 2.15 2/6/2022-15	037833AY6	10/20/2017	500,002.25	500,000.00	500,895.00	2.150	2.145	2/6/2022	37	Moody's-Aaa	4,240.28	0.31
Apple Inc 2.7 5/13/2022-15	037833BF6	11/13/2018	498,820.67	500,000.00	504,270.00	2.700	3.392	5/13/2022	133	Moody's-Aaa	1,800.00	0.31
Apple Inc. 3.45 5/6/2024-14	037833AS9	5/6/2019	506,890.71	500,000.00	528,805.00	3.450	2.816	5/6/2024	857	Moody's-Aaa	2,635.42	0.31
Bank of New York Mellon 2.1 10/24/2024	06406RAL1	10/24/2019	499,932.48	500,000.00	512,815.00	2.100	2.105	10/24/2024	1,028	Moody's-A1	1,954.17	0.31
Bank of New York Mellon 3.5 4/28/2023	06406RAG2	4/30/2018	500,066.44	500,000.00	517,760.00	3.500	3.489	4/28/2023	483	Moody's-A1	3,062.50	0.31
Berkshire Hathaway Inc 3.4 1/31/2022	084670BF4	4/25/2017	500,507.18	500,000.00	501,155.00	3.400	2.135	1/31/2022	31	Moody's-Aa2	7,083.33	0.31
Colgate-Palmolive 2.25 11/15/2022-17	19416QEL0	11/15/2017	499,965.93	500,000.00	507,475.00	2.250	2.258	11/15/2022	319	Moody's-Aa3	1,437.50	0.31
International Business Machine Corp 1.875 8/1/2022	459200HG9	10/19/2017	498,829.54	500,000.00	504,190.00	1.875	2.301	8/1/2022	213	Moody's-A3	3,906.25	0.31
John Deere Capital Corp 1.05 6/17/2026	24422EVR7	8/12/2021	499,067.67	500,000.00	491,400.00	1.050	1.093	6/17/2026	1,629	Moody's-A2	204.17	0.31
Johnson & Johnson 2.625 1/15/2025-17	478160CJ1	1/16/2020	510,589.57	500,000.00	521,970.00	2.625	1.892	1/15/2025	1,111	Moody's-Aaa	6,052.08	0.31
JP Morgan Chase Bank 1 9/14/2026-23	46632FSH9	9/14/2021	500,000.00	500,000.00	487,945.00	1.000	1.000	9/14/2026	1,718	Moody's-Aa2	1,486.11	0.31
Microsoft Corp 2.65 11/3/2022-22	594918BH6	11/3/2017	501,301.30	500,000.00	507,830.00	2.650	2.320	11/3/2022	307	Moody's-Aaa	2,134.72	0.31
Microsoft Corp 2.7 2/12/2025-24	594918BB9	2/13/2020	514,780.18	500,000.00	522,970.00	2.700	1.707	2/12/2025	1,139	Moody's-Aaa	5,212.50	0.31
Oracle Corp 2.5 5/15/2022-15	68389XBB0	11/13/2018	498,257.88	500,000.00	502,060.00	2.500	3.509	5/15/2022	135	Moody's-Baa2	1,597.22	0.31
Procter & Gamble Co 2.15 8/11/2022-17	742718EU9	10/29/2018	496,816.24	500,000.00	505,550.00	2.150	3.267	8/11/2022	223	Moody's-Aa3	4,180.56	0.31
Toyota Motor Credit Corp 1.125 6/18/2026	89236TJK2	7/23/2021	501,083.03	500,000.00	492,420.00	1.125	1.075	6/18/2026	1,630	Moody's-A1	203.12	0.31
Toyota Motor Credit Corp 3.35 1/5/2024	89236TFS9	2/12/2019	502,696.64	500,000.00	523,545.00	3.350	3.059	1/5/2024	735	Moody's-A1	8,049.31	0.31
Toyota Motor Credit Corp 3.45 9/20/2023-18	89236TFN0	10/3/2018	499,728.79	500,000.00	522,485.00	3.450	3.484	9/20/2023	628	Moody's-A1	4,887.50	0.31
United Parcel Service 2.5 4/1/2023-23	911312BK1	4/5/2018	496,302.20	500,000.00	509,940.00	2.500	3.145	4/1/2023	456	Moody's-A2	3,125.00	0.31
US Bancorp 1.45 5/12/2025	91159HHZ6	2/12/2021	513,009.54	500,000.00	502,060.00	1.450	0.665	5/12/2025	1,228	Moody's-A2	986.81	0.31
US Bancorp 3 3/15/2022-22	91159HHC7	4/25/2017	500,712.85	500,000.00	501,555.00	3.000	2.253	3/15/2022	74	Moody's-A2	4,416.67	0.31
US Bank NA 3.4 7/24/2023-23	90331HNV1	8/1/2018	499,658.25	500,000.00	519,885.00	3.400	3.448	7/24/2023	570	S&P-AA-	7,413.89	0.31
Sub Total / Corporate Bonds			11,536,628.46	11,500,000.00	11,678,770.00	2.395	2.321		704		77,459.39	7.13
Municipal Bonds												
Belmont-Redwood Shores Sch Dist 1.099 8/1/2026	080495HP2	8/4/2021	210,000.00	210,000.00	206,581.20	1.099	1.099	8/1/2026	1,674	Moody's-Aa1	942.39	0.13
Bonita Unified School District 0.58 8/1/2024	098203VV1	4/15/2021	250,000.00	250,000.00	246,815.00	0.580	0.580	8/1/2024	944	S&P-AA-	604.17	0.16
Bonita Unified School District 1.054 8/1/2025	098203VW9	4/15/2021	250,000.00	250,000.00	247,550.00	1.054	1.054	8/1/2025	1,309	S&P-AA-	1,097.92	0.16
California State GO UNLTD 2.367 4/1/2022	13063DAD0	4/27/2017	250,097.95	250,000.00	251,362.50	2.367	2.200	4/1/2022	91	Moody's-Aa2	1,479.38	0.16
California State GO UNLTD 2.367 4/1/2022	13063DAD0	4/27/2017	250,115.65	250,000.00	251,362.50	2.367	2.170	4/1/2022	91	Moody's-Aa2	1,479.38	0.16
Central Valley Support Services Joint Powers Agenc	155751CU2	9/4/2018	603,925.23	585,000.00	585,848.25	5.526	3.400	9/1/2023	609	S&P-A+	10,775.70	0.36
Citrus Community College GO 0.819 8/1/2025	17741RGC6	8/4/2020	350,000.00	350,000.00	345,156.00	0.819	0.819	8/1/2025	1,309	Moody's-Aa1	1,194.38	0.22
City of Glendora CA POB 1.898 6/1/2024	378612AE5	9/5/2019	500,000.00	500,000.00	509,175.00	1.898	1.898	6/1/2024	883	S&P-AAA	790.83	0.31
City of Ridgecrest California 5 6/1/2022	765761BH3	12/18/2018	442,830.07	440,000.00	447,651.60	5.000	3.351	6/1/2022	152	S&P-AA	1,833.33	0.27
Desert Sands Unified School District 1.544 8/1/202	250433TY5	5/22/2020	306,862.46	305,000.00	308,717.95	1.544	1.300	8/1/2024	944	Moody's-Aa2	1,962.17	0.19
East Side Union High School District 1.331 8/1/202	275282PT2	8/16/2021	506,257.86	500,000.00	495,220.00	1.331	1.050	8/1/2026	1,674	Moody's-Aa3	2,772.92	0.31
Hawaiian Gardens Redev 2.714 12/1/2023	41987YAV8	4/29/2019	500,521.77	500,000.00	515,720.00	2.714	2.655	12/1/2023	700	S&P-AA	1,130.83	0.31



Mono County Portfolio Holdings by Security Sector As of December 31, 2021

Description	CUSIP/Ticker	Settlement Date	Cost Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
Imperial Community College District 2.024 8/1/2023	452641JN4	10/16/2019	500,000.00	500,000.00	508,645.00	2.024	2.024	8/1/2023	578	S&P-AA	4,216.67	0.31
Long Beach Community College Dist 2 5/1/2025	542411NZ2	3/25/2021	280,114.34	270,000.00	276,636.60	2.000	0.853	5/1/2025	1,217	Moody's-Aa2	900.00	0.17
Los Angeles CA Muni Impt CorpLease 0.683 11/1/2024	5445872S6	3/10/2021	500,878.89	500,000.00	494,245.00	0.683	0.620	11/1/2024	1,036	S&P-AA-	569.17	0.31
Los Angeles Cnty Public Wks 6.091 8/1/2022-10	54473ENR1	7/12/2018	507,910.20	500,000.00	516,120.00	6.091	3.176	8/1/2022	213	Moody's-Aa2	12,689.58	0.31
Menlo Park City School Dist 1.928 7/1/2024	586840NA4	10/8/2019	500,000.00	500,000.00	510,730.00	1.928	1.928	7/1/2024	913	Moody's-Aaa	4,820.00	0.31
Napa Valley Unified School District 1.094 8/1/2026	630362ER8	8/17/2021	501,868.22	500,000.00	491,970.00	1.094	1.010	8/1/2026	1,674	Moody's-Aa3	2,036.06	0.31
Pasadena USD 2.073 5/1/2026	702282QD9	10/1/2021	520,765.52	500,000.00	515,650.00	2.073	1.088	5/1/2026	1,582	Moody's-Aa3	1,727.50	0.31
Rancho Cucamonga Ca Public Finance Authority 3 5/1	75213EAY0	2/14/2019	449,967.27	450,000.00	461,772.00	3.000	3.004	5/1/2023	486	S&P-AA	2,250.00	0.28
Rancho Santiago Community College GO 0.734 9/2/202	752147HJ0	9/2/2020	500,000.00	500,000.00	493,110.00	0.734	0.734	9/2/2025	1,341	Moody's-Aa2	1,223.33	0.31
Rosemead School District 2.042 8/1/2024	777526MP6	10/9/2019	350,000.00	350,000.00	356,888.00	2.042	2.042	8/1/2024	944	Moody's-Aa3	2,977.92	0.22
San Bernardino Ca Cmnty CLG Dist 1.097 8/1/2026	796720PB0	8/5/2021	250,000.00	250,000.00	246,565.00	1.097	1.097	8/1/2026	1,674	Moody's-Aa1	1,112.24	0.16
San Bernardino City USD 0.984 8/1/2024	796711G86	10/6/2020	336,564.20	335,000.00	333,907.90	0.984	0.800	8/1/2024	944	Moody's-A1	1,373.50	0.21
San Bernardino Community College District 2.044 8/	796720MG2	12/12/2019	250,000.00	250,000.00	256,535.00	2.044	2.044	8/1/2024	944	Moody's-Aa1	2,129.17	0.16
San Jose Evergreen Community College Dist 1.908 8/	798189PW0	10/1/2019	250,000.00	250,000.00	255,802.50	1.908	1.908	8/1/2024	944	Moody's-Aa1	1,987.50	0.16
San Jose RDA Successor Agency 2.828 8/1/2023	798170AF3	1/11/2019	304,227.21	305,000.00	314,146.95	2.828	3.000	8/1/2023	578	S&P-AA	3,593.92	0.19
Southwestern Community College GO 0.891 8/1/2025	845389JH9	8/5/2020	501,770.96	500,000.00	491,400.00	0.891	0.790	8/1/2025	1,309	Moody's-Aa2	1,856.25	0.31
State of California 3 4/1/2024	13063DLZ9	4/4/2019	505,042.86	500,000.00	523,810.00	3.000	2.520	4/1/2024	822	Moody's-Aa2	3,750.00	0.31
University of California 0.985 5/15/2025	91412HKZ5	3/10/2021	501,398.68	500,000.00	495,160.00	0.985	0.900	5/15/2025	1,231	Moody's-Aa3	629.31	0.31
University of California 3.466 5/15/2024-18	91412HBL6	7/9/2019	514,952.18	500,000.00	529,065.00	3.466	2.131	5/15/2024	866	Moody's-Aa2	2,214.39	0.31
University of California 3.638 5/15/2024	91412GVB8	3/8/2021	487,967.85	455,000.00	483,273.70	3.638	0.550	5/15/2024	866	Moody's-Aa2	2,115.09	0.28
West Contra Costa USD 2.077 8/1/2026	9523472G6	9/23/2021	507,868.46	485,000.00	494,991.00	2.077	1.020	8/1/2026	1,674	Moody's-A1	4,197.27	0.30
Sub Total / Municipal Bonds			13,441,907.83	13,290,000.00	13,461,583.65	2.272	1.703		979		84,432.27	8.24
US Agency												
FFCB 0.31 12/29/2023-21	3133EMN81	10/14/2021	997,869.22	1,000,000.00	993,100.00	0.310	0.417	12/29/2023	728	Moody's-Aaa	17.22	0.62
FFCB 0.33 4/5/2024-22	3133EMVD1	4/5/2021	998,869.53	1,000,000.00	987,940.00	0.330	0.380	4/5/2024	826	Moody's-Aaa	788.33	0.62
FFCB 0.52 10/14/2025-21	3133EMCP5	10/14/2020	999,053.26	1,000,000.00	973,170.00	0.520	0.545	10/14/2025	1,383	Moody's-Aaa	1,112.22	0.62
FFCB 0.53 10/22/2025-21	3133EMEC2	11/6/2020	998,463.83	1,000,000.00	973,400.00	0.530	0.571	10/22/2025	1,391	Moody's-Aaa	1,015.83	0.62
FFCB 0.68 6/10/2025-22	3133ELH80	6/26/2020	1,000,000.00	1,000,000.00	980,350.00	0.680	0.680	6/10/2025	1,257	Moody's-Aaa	396.67	0.62
FFCB 1.27 11/16/2026-23	3133ENEF3	11/16/2021	1,000,000.00	1,000,000.00	996,440.00	1.270	1.270	11/16/2026	1,781	Moody's-Aaa	1,587.50	0.62
FFCB 1.32 6/1/2026	3133ENG8	12/1/2021	1,000,000.00	1,000,000.00	1,002,990.00	1.320	1.320	6/1/2026	1,613	Moody's-Aaa	1,100.00	0.62
FFCB 1.5 10/16/2024	3133EK3B0	10/18/2019	994,835.73	1,000,000.00	1,019,980.00	1.500	1.694	10/16/2024	1,020	Moody's-Aaa	3,125.00	0.62
FFCB 2.08 11/1/2022	3133EHM91	11/15/2017	999,676.82	1,000,000.00	1,016,270.00	2.080	2.121	11/1/2022	305	Moody's-Aaa	3,466.67	0.62
FFCB 2.35 1/17/2023	3133EH7F4	1/17/2018	999,951.88	1,000,000.00	1,022,310.00	2.350	2.355	1/17/2023	382	Moody's-Aaa	10,705.56	0.62
FFCB 2.7 4/11/2023	3133EJKN8	4/11/2018	999,794.92	1,000,000.00	1,030,750.00	2.700	2.717	4/11/2023	466	Moody's-Aaa	6,000.00	0.62
FFCB 3.05 10/2/2023	3133EJD48	10/17/2018	998,824.78	1,000,000.00	1,045,450.00	3.050	3.123	10/2/2023	640	Moody's-Aaa	7,540.28	0.62
FFCB 3.17 1/26/2024	3133EJM48	2/4/2019	1,009,795.83	1,000,000.00	1,053,950.00	3.170	2.662	1/26/2024	756	Moody's-Aaa	13,648.61	0.62
FHLB 0.125 9/8/2023	3130AP6Q3	10/28/2021	994,165.00	1,000,000.00	990,330.00	0.125	0.473	9/8/2023	616	Moody's-Aaa	347.22	0.62
FHLB 0.5 1/26/2026-21	3130AKMD5	1/26/2021	998,986.14	1,000,000.00	968,300.00	0.500	0.525	1/26/2026	1,487	Moody's-Aaa	2,152.78	0.62
FHLB 0.51 11/18/2024-22	3130ANFJ4	8/18/2021	1,000,000.00	1,000,000.00	986,880.00	0.510	0.510	11/18/2024	1,053	Moody's-Aaa	609.17	0.62
FHLB 0.6 1/28/2026-21	3130AKPC4	1/28/2021	1,000,000.00	1,000,000.00	980,420.00	0.600	0.600	1/28/2026	1,489	Moody's-Aaa	2,550.00	0.62
FHLB 0.7 3/24/2025-21	3130ALN34	3/24/2021	1,000,000.00	1,000,000.00	987,830.00	0.700	0.700	3/24/2025	1,179	Moody's-Aaa	1,886.11	0.62
FHLB 0.8 12/22/2023-22	3130AQAF0	12/22/2021	1,000,000.00	1,000,000.00	1,000,280.00	0.800	0.800	12/22/2023	721	Moody's-Aaa	200.00	0.62
FHLB 1.05 4/15/2026-21	3130ALU51	4/15/2021	1,000,000.00	1,000,000.00	991,620.00	1.050	1.050	4/15/2026	1,566	Moody's-Aaa	2,216.67	0.62
FHLB 1.05 7/29/2026-24	3130ANCA6	7/29/2021	1,000,000.00	1,000,000.00	989,400.00	1.050	1.050	7/29/2026	1,671	Moody's-Aaa	4,433.33	0.62
FHLB 1.15 4/29/2026-21	3130ALXJ8	4/29/2021	1,000,000.00	1,000,000.00	993,890.00	1.150	1.150	4/29/2026	1,580	Moody's-Aaa	1,980.56	0.62
FHLB 1.375 10/28/2026-22	3130APL78	10/28/2021	1,000,000.00	1,000,000.00	997,070.00	1.375	1.375	10/28/2026	1,762	Moody's-Aaa	2,406.25	0.62
FHLB 1.875 3/8/2024	3130A7PH2	10/27/2021	1,027,299.11	1,000,000.00	1,023,080.00	1.875	0.615	3/8/2024	798	Moody's-Aaa	5,885.42	0.62
FHLB 2 9/9/2022	313380GJ0	9/29/2017	1,000,319.53	1,000,000.00	1,012,010.00	2.000	1.951	9/9/2022	252	Moody's-Aaa	6,222.22	0.62
FHLB 2.875 6/13/2025	3130A5R35	7/21/2020	816,488.67	755,000.00	799,990.45	2.875	0.483	6/13/2025	1,260	Moody's-Aaa	1,085.31	0.47
FHLB 3.25 6/9/2023	313383QR5	2/4/2019	453,753.78	450,000.00	467,311.50	3.250	2.632	6/9/2023	525	Moody's-Aaa	893.75	0.28



Mono County Portfolio Holdings by Security Sector As of December 31, 2021

Description	CUSIP/Ticker	Settlement Date	Cost Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
FHLMC 0.25 6/26/2023	3137EAES4	11/2/2021	997,889.72	1,000,000.00	995,190.00	0.250	0.392	6/26/2023	542	Moody's-Aaa	34.72	0.62
FHLMC 0.53 10/28/2025-22	3134GWYZ3	10/28/2020	1,000,000.00	1,000,000.00	976,390.00	0.530	0.530	10/28/2025	1,397	Moody's-Aaa	927.50	0.62
FHLMC 0.57 10/8/2025-21	3134GWY26	10/8/2020	1,000,000.00	1,000,000.00	978,280.00	0.570	0.570	10/8/2025	1,377	Moody's-Aaa	1,314.17	0.62
FHLMC 0.6 7/22/2025-22	3134GV5V6	7/22/2020	1,000,000.00	1,000,000.00	982,470.00	0.600	0.600	7/22/2025	1,299	Moody's-Aaa	2,650.00	0.62
FHLMC 2.375 1/13/2022	3137EADB2	1/13/2017	1,000,117.90	1,000,000.00	1,000,650.00	2.375	2.025	1/13/2022	13	Moody's-Aaa	11,083.33	0.62
FNMA 0.55 1/28/2026-21	3135G06R9	1/28/2021	1,000,000.00	1,000,000.00	978,800.00	0.550	0.550	1/28/2026	1,489	Moody's-Aaa	2,337.50	0.62
FNMA 0.625 7/14/2025-22	3136G4YL1	7/14/2020	1,000,000.00	1,000,000.00	981,600.00	0.625	0.625	7/14/2025	1,291	Moody's-Aaa	2,899.31	0.62
FNMA 0.7 7/24/2025-22	3136G4YE7	7/24/2020	1,000,000.00	1,000,000.00	983,170.00	0.700	0.700	7/24/2025	1,301	Moody's-Aaa	3,052.78	0.62
FNMA 0.74 6/30/2025-21	3136G4XZ1	6/30/2020	795,000.00	795,000.00	783,687.15	0.740	0.740	6/30/2025	1,277	Moody's-Aaa	0.00	0.49
FNMA 2 10/5/2022	3135G0T78	10/6/2017	999,899.46	1,000,000.00	1,012,680.00	2.000	2.014	10/5/2022	278	Moody's-Aaa	4,777.78	0.62
FNMA 2.375 1/19/2023	3135G0T94	1/23/2018	998,821.87	1,000,000.00	1,020,480.00	2.375	2.495	1/19/2023	384	Moody's-Aaa	10,687.50	0.62
Sub Total / US Agency			37,079,876.98	37,000,000.00	36,977,909.10	1.252	1.170		1,035		123,137.27	22.95
US Treasury												
T-Note 0.375 12/31/2025	91282CBC4	10/22/2021	973,053.57	1,000,000.00	969,300.00	0.375	1.066	12/31/2025	1,461	Moody's-Aaa	0.00	0.62
T-Note 0.5 2/28/2026	91282CBQ3	3/1/2021	987,420.45	1,000,000.00	971,600.00	0.500	0.809	2/28/2026	1,520	Moody's-Aaa	1,685.08	0.62
T-Note 0.75 5/31/2026	91282CCF6	6/4/2021	996,547.75	1,000,000.00	979,450.00	0.750	0.830	5/31/2026	1,612	Moody's-Aaa	638.74	0.62
T-Note 1.125 10/31/2026	91282CDG3	11/2/2021	996,257.90	1,000,000.00	993,360.00	1.125	1.205	10/31/2026	1,765	Moody's-Aaa	1,895.72	0.62
T-Note 1.125 10/31/2026	91282CDG3	11/15/2021	995,431.56	1,000,000.00	993,360.00	1.125	1.223	10/31/2026	1,765	Moody's-Aaa	1,895.72	0.62
T-Note 1.625 9/30/2026	912828YG9	9/30/2021	1,030,083.55	1,000,000.00	1,016,990.00	1.625	0.974	9/30/2026	1,734	Moody's-Aaa	4,107.14	0.62
T-Note 2 11/15/2026	912828U24	11/15/2021	1,037,202.64	1,000,000.00	1,034,410.00	2.000	1.211	11/15/2026	1,780	Moody's-Aaa	2,541.44	0.62
Sub Total / US Treasury			7,015,997.42	7,000,000.00	6,958,470.00	1.071	1.045		1,662		12,763.84	4.34
Total			161,526,958.63	161,243,467.83	162,189,057.17	1.143	1.070		564		371,188.90	100.00



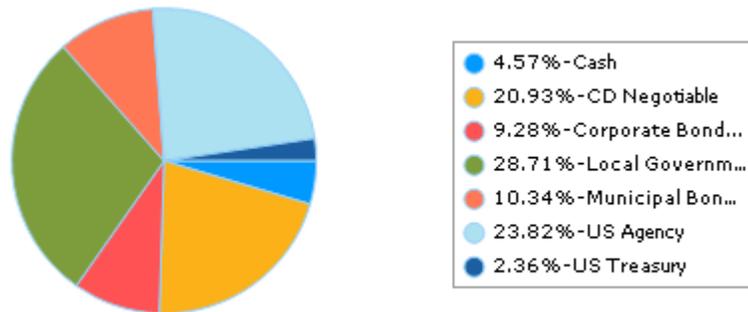
Mono County Distribution by Asset Category - Market Value Investment Portfolio

Begin Date: 9/30/2021, End Date: 12/31/2021

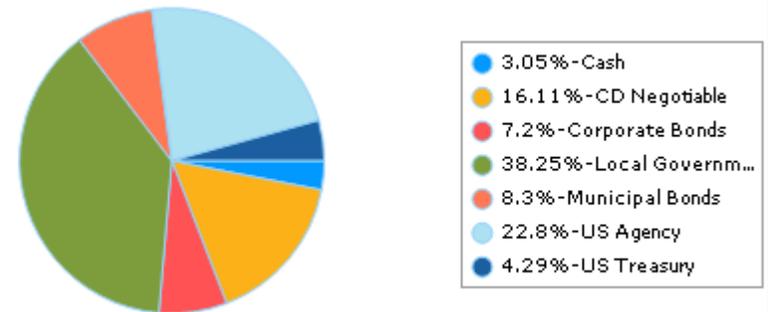
Asset Category Allocation

Asset Category	Market Value 9/30/2021	% of Portfolio 9/30/2021	Market Value 12/31/2021	% of Portfolio 12/31/2021
Cash	5,811,668.66	4.57	4,938,975.72	3.05
CD Negotiable	26,613,131.96	20.93	26,131,856.59	16.11
Corporate Bonds	11,803,380.00	9.28	11,678,770.00	7.20
Local Government Investment Pools	36,514,401.13	28.71	62,041,492.11	38.25
Municipal Bonds	13,145,236.95	10.34	13,461,583.65	8.30
US Agency	30,289,744.00	23.82	36,977,909.10	22.80
US Treasury	3,005,820.00	2.36	6,958,470.00	4.29
Total / Average	127,183,382.70	100.00	162,189,057.17	100.00

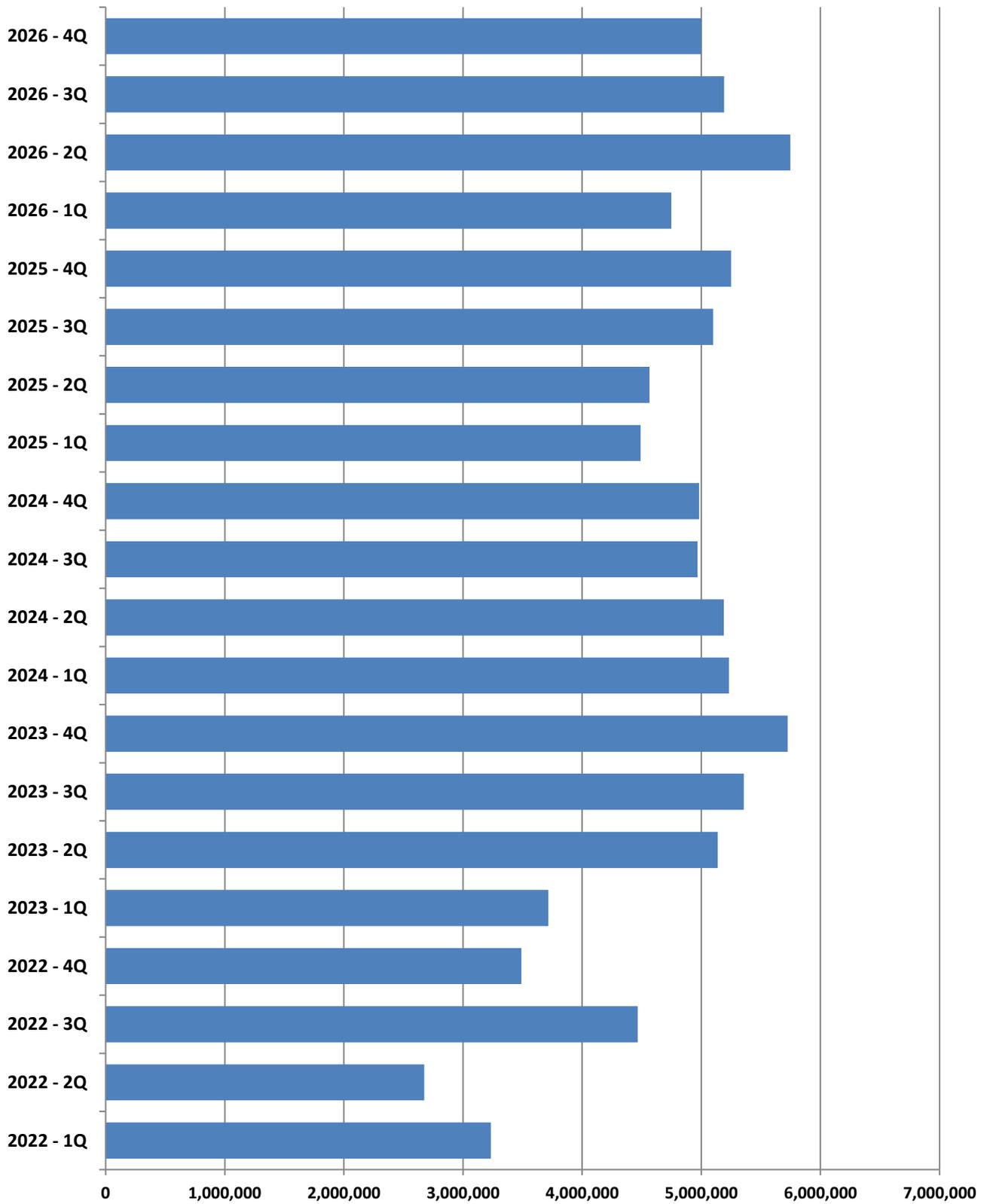
Portfolio Holdings as of 9/30/2021



Portfolio Holdings as of 12/31/2021

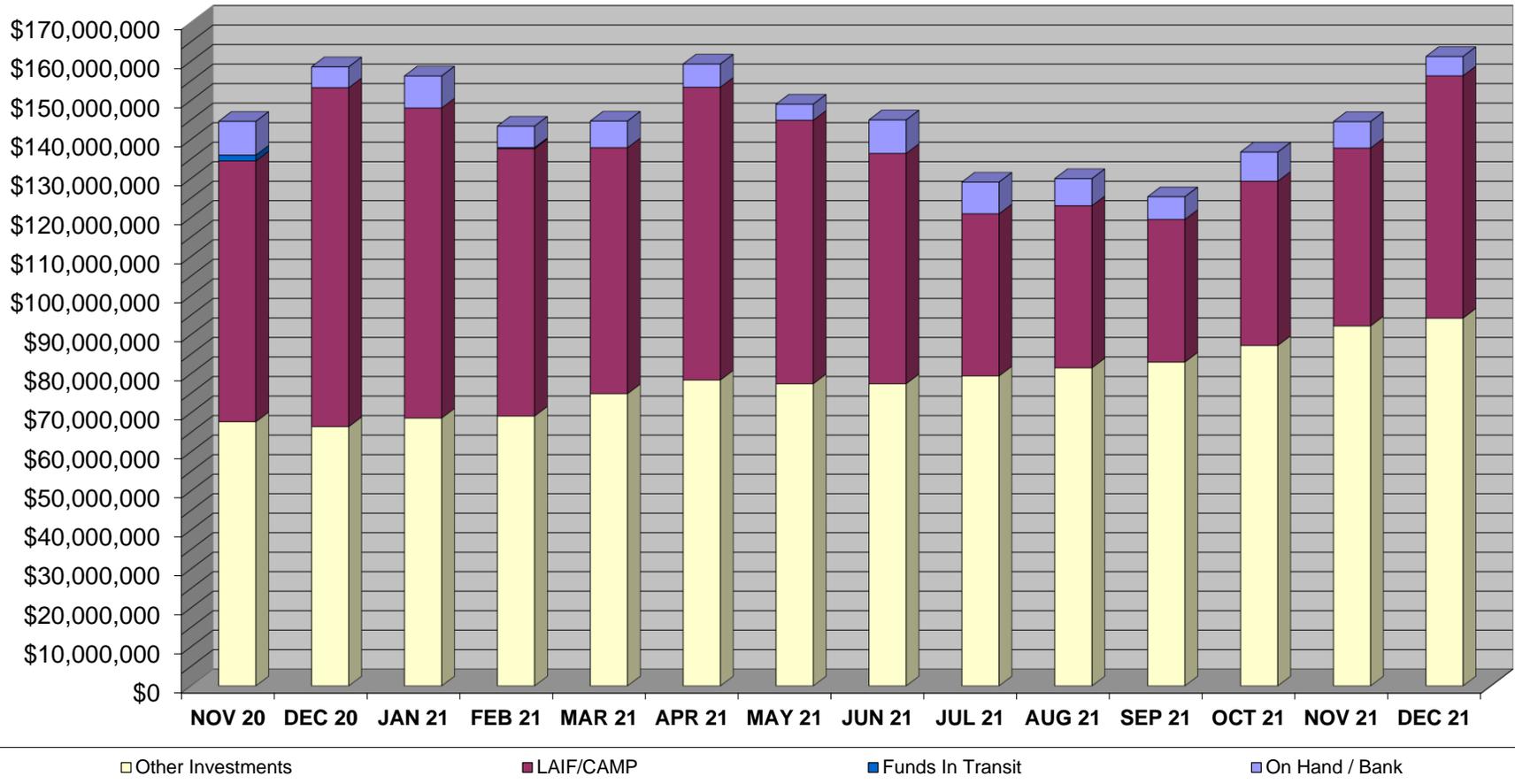


Maturity Distribution As of 12/31/2021



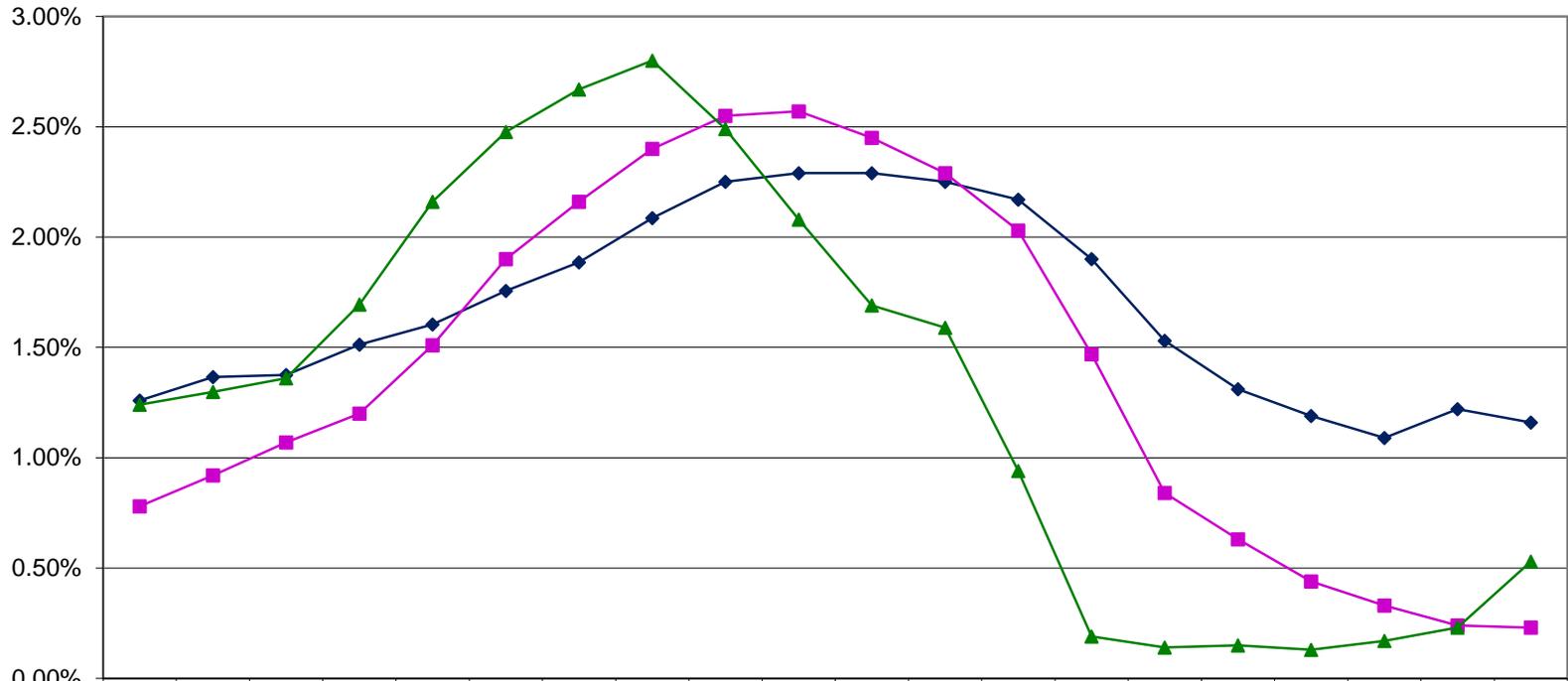
TREASURY CASH BALANCES AS OF THE LAST DAY OF THE MOST RECENT 14 MONTHS

	NOV 20	DEC 20	JAN 21	FEB 21	MAR 21	APR 21	MAY 21	JUN 21	JUL 21	AUG 21	SEP 21	OCT 21	NOV 21	DEC 21
On Hand / Bank	\$8,650,251	\$5,348,186	\$8,203,932	\$5,496,367	\$6,815,982	\$5,951,503	\$4,130,003	\$8,589,054	\$8,109,438	\$6,938,343	\$5,811,669	\$7,462,602	\$6,767,799	\$4,938,976
Funds In Transit	\$1,492,000			\$249,000										
LAIF/CAMP	\$66,776,387	\$86,776,387	\$79,382,480	\$68,483,472	\$62,983,571	\$74,958,933	\$67,458,933	\$58,958,933	\$41,514,401	\$41,514,401	\$36,514,401	\$42,041,492	\$45,541,492	\$62,041,492
Other Investments	\$67,729,937	\$66,480,936	\$68,680,000	\$69,186,000	\$74,911,000	\$78,414,000	\$77,464,000	\$77,464,000	\$79,461,000	\$81,525,000	\$83,008,000	\$87,263,000	\$92,263,000	\$94,263,000
TOTAL	\$144,648,575	\$158,605,509	\$156,266,412	\$143,414,839	\$144,710,553	\$159,324,436	\$149,052,936	\$145,011,987	\$129,084,839	\$129,977,744	\$125,334,070	\$136,767,094	\$144,572,291	\$161,243,468



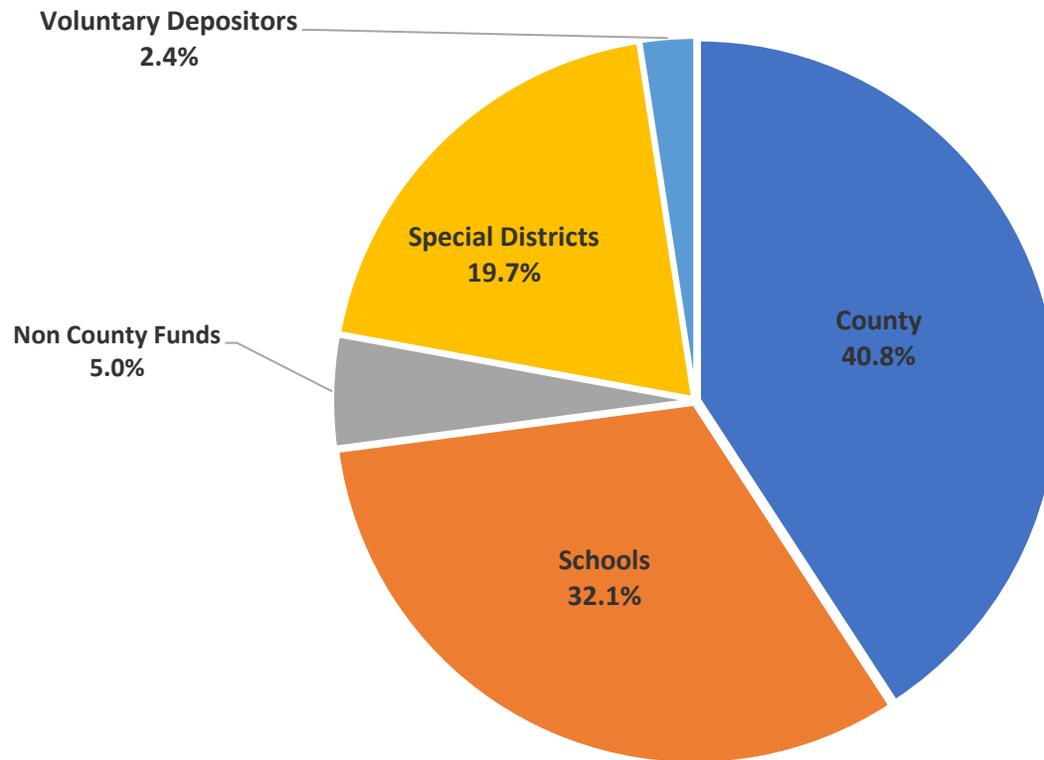
MATURITIES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS
Calendar Year 2022	\$1,745,000.00	\$745,000.00	\$745,000.00	\$500,000.00	\$1,735,000.00	\$440,000.00		\$2,976,000.00	\$1,490,000.00	\$1,490,000.00	\$2,000,000.00		\$13,866,000.00
Calendar Year 2023	\$2,490,000.00	\$735,000.00	\$490,000.00	\$2,490,000.00	\$1,197,000.00	\$1,450,000.00	\$747,000.00	\$1,786,000.00	\$2,824,000.00	\$1,743,000.00	\$1,482,000.00	\$2,500,000.00	\$19,934,000.00
Calendar Year 2024	\$2,243,000.00	\$1,740,000.00	\$1,249,000.00	\$2,492,000.00	\$1,949,000.00	\$749,000.00	\$996,000.00	\$3,724,000.00	\$249,000.00	\$2,494,000.00	\$2,488,000.00		\$20,373,000.00
Calendar Year 2025	\$749,000.00	\$1,496,000.00	\$2,245,000.00	\$745,000.00	\$1,270,000.00	\$2,550,000.00	\$3,498,000.00	\$1,100,000.00	\$500,000.00	\$4,249,000.00		\$1,000,000.00	\$19,402,000.00
Calendar Year 2026	\$3,000,000.00	\$1,500,000.00	\$249,000.00	\$2,248,000.00	\$1,500,000.00	\$2,000,000.00	\$1,497,000.00	\$1,945,000.00	\$1,749,000.00	\$3,000,000.00	\$2,000,000.00		\$20,688,000.00
TOTAL													\$94,263,000.00

MONO COUNTY TREASURY POOL QUARTERLY YIELD COMPARISON



	3/31 2017	6/30 2017	9/30 2017	12/31 2017	3/31 2018	6/30 2018	9/30 2018	12/31 2018	3/31 2019	6/30 2019	9/30 2019	12/31 2019	3/31 2020	6/30 2020	9/30 2020	12/31 2020	3/31 2021	6/30 2021	9/30 2021	12/31 2021
—◆— COUNTY	1.26%	1.37%	1.38%	1.51%	1.60%	1.76%	1.89%	2.09%	2.25%	2.29%	2.29%	2.25%	2.17%	1.90%	1.53%	1.31%	1.19%	1.09%	1.22%	1.16%
—■— LAIF	0.78%	0.92%	1.07%	1.20%	1.51%	1.90%	2.16%	2.40%	2.55%	2.57%	2.45%	2.29%	2.03%	1.47%	0.84%	0.63%	0.44%	0.33%	0.24%	0.23%
—▲— 2YR TREAS	1.24%	1.30%	1.36%	1.69%	2.16%	2.48%	2.67%	2.80%	2.49%	2.08%	1.69%	1.59%	0.94%	0.19%	0.14%	0.15%	0.13%	0.17%	0.23%	0.53%

Investment Pool Participants as of 12/31/2021



The Pool is comprised of monies deposited by mandatory and voluntary participants. Mandatory participants include the County of Mono, School Districts, and Special Districts. Voluntary participants are those agencies that are not required to invest their monies in the County Pool and do so only as an investment option.

Districts Participating in Pool

Antelope Valley Fire Protection District, Antelope Valley Water District, Birchim Community Service District, Bridgeport Fire Protection District, Bridgeport Public Utility District, Chalfant Valley Fire Protection District, County Service Area #1, County Service Area #2, County Service Area #5, Hilton Creek Community Services District, June Lake Fire Protection District, Lee Vining Fire Protection District, Lee Vining Public Utility District, Long Valley Fire Protection District, Mammoth Community Service District, Mammoth Lakes Mosquito Abatement District, Mono City Fire Protection District, Mono County Resource Conservation District, Paradise Fire Protection District, Tri-Valley Ground Water Management District, Wheeler Crest Community Service District, Wheeler Crest Fire Protection District, White Mountain Fire Protection District.

Districts Not Participating in Pool

Inyo-Mono Resource Conservation District, June Lake Public Utility District, Mammoth Lakes Community Water District, Mammoth Lakes Fire Protection District, Southern Mono Healthcare District.



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE February 8, 2022

Departments: Behavioral Health

TIME REQUIRED

SUBJECT Crestwood First Amendment FY 21-22

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed contract amendment to agreement with Crestwood Behavioral Health, Inc pertaining to Residential Treatment Services.

RECOMMENDED ACTION:

Approve contract amendment and authorize CAO to execute said contract on behalf of the County.

FISCAL IMPACT:

Total amount of contract is \$172,690 and is not to exceed \$172,690 per 12 month period. Funding source for this contract is 1991 and 2011 MH Realignment Revenues.

CONTACT NAME: Laura Cruz

PHONE/EMAIL: 760-924-1746 / lcruz@mono.ca.gov

SEND COPIES TO:

lcruz@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Crestwood First Amendment FY 21-22 Staff report
<input type="checkbox"/> FY 21-22 Crestwood First Amendment
<input type="checkbox"/> FY 21-22 Crestwood agreement

History

Time

Who

Approval

2/3/2022 3:54 AM	County Counsel	Yes
1/25/2022 4:50 PM	Finance	Yes
2/3/2022 4:26 PM	County Administrative Office	Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

P. O. BOX 2619 MAMMOTH LAKES, CA 93546 (760) 924-1740 FAX: (760) 924-1741

TO: Mono County Board of Supervisors

FROM: Robin Roberts, Mono County Behavioral Health, Director

DATE: February 8, 2022

SUBJECT:

First Amendment to Contract with Crestwood Behavioral Health, Inc. for the Provision of Residential Treatment Services

RECOMMENDED ACTION:

(1) Approve County entry into proposed contract and authorize CAO to execute said contract on behalf of the County. (2) Provide any desired direction to staff.

DISCUSSION:

As a part of the requirements for Mono County Behavioral Health to provide reasonable treatment for those who are conserved under the LPS act, we contract with providers in other counties to provide services we do not have available in our area.

Services shall be provided for the purpose of stabilizing symptoms of the severely mentally ill and promoting daily living and social skills for individuals to be able to return to a less restrictive setting in the community.

FISCAL IMPACT:

The total amount of this contract is \$172,690 and is not to exceed \$172,690 per 12-month period. The term of this agreement shall be from July 1, 2021, to June 30, 2022. This contract will be paid through the Mono County Behavioral Health 1991 and 2011 Mental Health Realignment Fund.

SUBMITTED BY:

Laura Cruz, Mono County Behavioral Health Staff Services Analyst, Contact: 760.924.1746

**AGREEMENT AND FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE
COUNTY OF MONO AND CRESTWOOD BEHAVIORAL HEALTH, INC. FOR THE
PROVISION OF RESIDENTIAL TREATMENT SERVICES**

This Agreement and FIRST Amendment is entered into February 8, 2022, by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Crestwood Behavioral Health, Inc. of Sacramento, California (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor executed in July 2021, providing residential treatment services ("Agreement"). The County and Contractor are sometimes referred to herein collectively as "the parties."

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 3.D. shall be replaced in entirety by the following language:

Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$172,690 (hereinafter referred to as "Contract Limit"). Please refer to Attachment B for fee schedules. County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

2. All other terms and conditions of the Agreement not expressly amended shall remain in full force and effect.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.

COUNTY OF MONO:

CONTRACTOR:

Robert Lawton, CAO

Contractor

Approved as to Form:



Christy Milovich (Dec 28, 2021 15:42 PST)

County Counsel

Print Name

Title

21-22 Crestwood First amendment

Final Audit Report

2021-12-28

Created:	2021-12-28
By:	Laura Cruz (lcruz@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfP_ct2F21dVLXJewT-mLlaLOHZYQFcg0

"21-22 Crestwood First amendment" History

-  Document created by Laura Cruz (lcruz@mono.ca.gov)
2021-12-28 - 11:14:00 PM GMT- IP address: 162.252.88.212
-  Document emailed to Christy Milovich (cmilovich@mono.ca.gov) for signature
2021-12-28 - 11:14:44 PM GMT
-  Email viewed by Christy Milovich (cmilovich@mono.ca.gov)
2021-12-28 - 11:42:38 PM GMT- IP address: 162.252.88.212
-  Document e-signed by Christy Milovich (cmilovich@mono.ca.gov)
Signature Date: 2021-12-28 - 11:42:47 PM GMT - Time Source: server- IP address: 162.252.88.212
-  Agreement completed.
2021-12-28 - 11:42:47 PM GMT



**AGREEMENT BETWEEN COUNTY OF MONO
AND CRESTWOOD BEHAVIORAL HEALTH, INC.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the Residential Treatment services of Crestwood Behavioral Health, Inc., of a Delaware corporation, located in Sacramento, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

Contractor shall furnish to County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by County to Contractor to perform under this Agreement will be made by the Director of Mono County Behavioral Health, or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement will be based upon County's need for such services. County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by County under this Agreement. By this Agreement, County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by Contractor at 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, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated by this reference. In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern:

- Exhibit 1:** General Conditions (Construction)
- Exhibit 2:** Prevailing Wages
- Exhibit 3:** Bond Requirements
- Exhibit 4:** Invoicing, Payment, and Retention
- Exhibit 5:** Trenching Requirements
- Exhibit 6:** FHWA Requirements
- Exhibit 7:** CDBG Requirements
- Exhibit 8:** HIPAA Business Associate Agreement
- Exhibit 9:** Other _____

2. TERM

The term of this Agreement shall be from July 1, 2021, to June 30, 2022, unless sooner terminated as provided below.

3. CONSIDERATION

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A that are performed by Contractor at County's request.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by County under this Agreement, unless otherwise provided for in Attachment B.

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

D. Limit upon amount payable under Agreement. **The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$137,970.00 in any twelve-month period (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 that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in 4 shall supersede and replace this Paragraph 3.E. in its entirety.

F. Federal and State Taxes.

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

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed One Thousand Four Hundred Ninety-Nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is

the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, 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

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by County pursuant to this Agreement is, and at the termination of this Agreement remains, 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, partial or total, that is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, 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 that 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 shall remain, the sole and

exclusive property of County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than One Million dollars (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

9. INSURANCE

A. Contractor shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by County's Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and/or services hereunder and the results of that work and/or services by Contractor, its agents, representatives, employees, or subcontractors:

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$2,000,000.00) general aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million dollars (\$1,000,000.00) per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than One Million dollars (\$1,000,000.00) per claim or occurrence and One Million dollars (\$1,000,000.00) general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.
- Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury (including death), property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than One Million dollars (\$1,000,000.00) per claim

or occurrence or Two Million dollars (\$2,000,000.00) general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a “Best’s” policyholder’s rating of “A” or “A+”. Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to County, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to County.

C. Primary Coverage. For any claim made related to this Agreement or work and/or services performed or provided by or on behalf of Contractor pursuant to this Agreement, Contractor’s insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as with respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

D. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by County. If possible, Contractor’s insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to County, its officials, officers, employees, and volunteers; or Contractor shall provide evidence satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

E. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance (including Workers’ Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subcontractors.

10. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, County, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not, under any circumstances, be construed 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 employees of County.

11. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to County, 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 Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this Paragraph 11 extends to any claim, damage, loss, liability, expense, or other costs to the extent caused in whole or in part by any act or omission of Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless under the provisions of this Paragraph 11 is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

12. RECORDS AND AUDIT

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this Paragraph 12 by substitute photographs, micrographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to, documents, papers, records, including, internal financial records of Contractor, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. 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, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. 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.

14. TERMINATION

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

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this Paragraph 14 shall not apply.

15. ASSIGNMENT

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

16. DEFAULT

If Contractor abandons the work, fails to proceed with the work or 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, then County may declare 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 to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a 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 23.

18. CONFIDENTIALITY

Contractor agrees to comply with 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 privileged, restricted or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of County.

19. CONFLICTS

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict-of-interest statement.

20. POST-AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information that is gained from 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 (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with County, or who has been an adverse party in litigation with County, and concerning such, Contractor by virtue of this Agreement has gained access to County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, then the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION

The ability of County to enter into 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 terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of Paragraph 23.

23. AMENDMENT

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change order is in written form, and executed with the same formalities as this Agreement or in accordance with delegated authority therefor, and attached to the original Agreement to maintain continuity.

24. NOTICE

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Contractor or County shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if included below) to the respective parties as follows:

County of Mono:
Robin K. Roberts, Director
Mono County Behavioral Health
P.O. BOX 2619
Mammoth Lakes, CA 93546

Contractor:
Crestwood Behavioral Health, Inc.
Attn: Elena Mashkevish, Director of County Contracts
520 Capitol Mall, Ste 800
Sacramento, CA 95814-4716

25. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

26. 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 executed in writing by the parties hereto.

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS ____ DAY OF _____, _____.**

COUNTY OF MONO

CONTRACTOR

By: Robert C. Lee
Title: County Administrative Officer
Dated: Jul 8, 2021

By: Elena Mashkevich
Title: Director of County Contracts
Dated: Jul 9, 2021

APPROVED AS TO FORM:

Stacey Sirron
Stacey Sirron (Jul 7, 2021 17:01 PDT)
County Counsel

APPROVED BY RISK MANAGEMENT:

Jacob Sloane
Jacob Sloane (Jul 7, 2021 16:08 PDT)
Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF MONO AND CRESTWOOD BEHAVIORAL HEALTH, INC. FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES

TERM:

FROM: July 1, 2021 TO: June 30, 2022

SCOPE OF WORK:

Contractor shall provide mental health rehabilitation treatment services to clients of Mono County Behavioral Health who are over the age of eighteen (18) years and who are eligible for specialized mental health services, in a manner prescribed by the laws of the State of California and in accordance with this Agreement.

Services shall be provided for the purpose of stabilizing symptoms of the severely mentally ill and promoting daily living and social skills in order for individuals to be able to return to a less restrictive setting in the community. Contractor shall provide mental health evaluation and treatment for mentally disordered persons admitted to the Contractor's facilities pursuant to this Agreement. The Contractor's professional staff and County case management staff shall determine and mutually agree to the length of stay for each patient.

County case management staff shall coordinate with Contractor's staff on a monthly basis for treatment planning, discharge and aftercare.

If services required by County patients exceed Contractor's capabilities, Contractor may utilize other facilities as mutually agreed upon by the County's Director of Health and Human Services, or designee and Contractor.

A. SERVICES TO BE PROVIDED:

Contractor warrants that it is a MENTAL HEALTH REHABILITATION CENTER (MHRC) and, accordingly, operates under Title 9, California Code of Regulations, Division 1, and the State Department of Mental Health' Policies and Directives.

Participation in MHRCs is limited to facilities that meet the licensing and certification requirements of the California Department of Health Service Licensing and Certification Division and the California Department of Mental Health. Specific "Basic Services" are outlined in Title 22, California Code of Regulations, which describes and defines programs that serve consumers who have a chronic psychiatric impairment and whose adaptive functioning is moderate impaired. Programs focus on the rehabilitation of adults with a history of mental illness who exhibit behaviors that are no adaptable to community placement.

The facility shall have the capability of providing all of the following special rehabilitation program services. Individual programs shall be provided based on the specific needs identified through patient assessments.

CONTRACTOR shall provide the following services which shall include but not be limited to:

1. Self-Help Skills Training
 - a) Personal care and use of medications
 - b) Money management

- c) Symptom management
 - d) Drug and Alcohol education
 - e) Use of public transportation
 - f) Use of community resources
 - g) Behavior control and impulse control
 - h) Frustration tolerance
 - i) Mental health education
 - j) Physical fitness
2. Behavioral Intervention Training
 - a) Behavior modification modalities
 - b) Re-motivation therapy
 - c) Patient government activities
 - d) Group counseling
 - e) Individual counseling
 3. Interpersonal Relationships
 - a) Social counseling
 - b) Educational and recreational therapy
 - c) Social activities such as outings, dances, etc.
 4. Prevocational Preparation Services
 - a) Homemaking
 - b) Work activity
 - c) Vocational counseling
 5. Discharge Planning
 - a) Pre-release planning
 - b) Out-of-home placement
 - c) Written Aftercare Plan

B. ANCILLARY SERVICES:

CONTRACTOR agrees to provide ancillary services which must be billed to the State and not the COUNTY. These shall include, but not limited to:

1. Psychotropic medications prescribed only if on the Medi-Cal formulary and at the formulary reimbursement rate.
2. Relevant laboratory testing linked to medication efficacy and toxicity levels of psychotropic medications and dmg screens as needed at the Medi-Cal rate.
3. The CONTRACTOR shall provide discharged clients with all medications and necessary equipment (e.g. Insulin Syringes) for two weeks upon discharge. If client leaves against medical advice (AMA), the CONTRACTOR shall provide enough medication until client's first outpatient medication appointment.
4. Additional services that have been pre-approved by County Mental Health Services Administrator or the designee.

C. PROFESSIONAL SERVICES:

CONTRACTOR is to provide the following services to the client upon admission to facility:

1. Psychiatrist services, such as medication management, evaluation and assessment as mandated by State Licensing. Additional psychiatrist services beyond what is required by the State (and based on current symptoms and behaviors meeting medical necessity), and Title IX Medi-Cal Criteria.
 2. Psychological services rendered by a licensed Psychologist for assessment and evaluation, as mandated by State Licensing. Additional psychological services beyond what is required by the State (and based on current symptoms and behaviors meeting medical necessity).
- All costs associated to the provision of any and all professional services shall be the sole responsibility of the CONTRACTOR.

D. STAFFING:

CONTRACTOR certifies that all personnel are trained, qualified, and hold appropriate licensure and certifications. The number and classification of personnel shall reflect the understandings reached during the negotiations of this Agreement and reasonable workload standards.

E. PROGRAM OBJECTIVES:

The objectives of the program shall be in accordance with the CONTRACTOR 'S approved Treatment Plan, and shall include: reduction of patient mental health symptoms and impairments, maintenance of physical well-being, control and reduction of temporary acute behavior problems, and increased functioning to the extent that a transfer to a less restrictive setting can be effected.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND CRESTWOOD BEHAVIORAL HEALTH, INC.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

TERM:

FROM: July 1, 2021 **TO:** June 30, 2022

SCHEDULE OF FEES:

Patch/Enhancement rate for Modesto is \$41.00 per day. Patch/Enhancement rate for Sacramento per day is \$337.00. All other rates are as indicated below:

CRESTWOOD BEHAVIORAL HEALTH, INC.	7/1/2021
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The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

<u>SNF/STP - IMD Designation</u>	<u>Room and Board/Per Diem</u>	<u>Patch/Enhancement</u>
Crestwood Wellness and Recovery Ctr	235.16	25.00
Redding SNF/STP (IMD) - 1122		46.00
NPI - 1194743088		61.00
		117.00
		Negotiated

<u>SNF/STP</u>	<u>Room and Board/Per Diem</u>	<u>Patch/Enhancement</u>
Crestwood Manor - Stockton	Medi-Cal Published Rate	25.00
San Joaquin SNF/STP - 1104	**Indigent/Medi-Cal Ineligible	36.00
NPI - 1730128174		38.00
		61.00
		88.00
		117.00
		Negotiated

Crestwood Manor - Modesto	Medi-Cal Published Rate	25.00
Stanislaus SNF/STP - 1112	**Indigent/Medi-Cal Ineligible	41.00
NPI - 1508884487		61.00
		88.00
		117.00
		Negotiated
Crestwood Manor - Fremont	Medi-Cal Published Rate	25.00
Alameda SNF/STP - 1134	**Indigent/Medi-Cal Ineligible	33.00
NPI - 1902828403		61.00
		96.00
		140.00
		Negotiated
<u>SNF</u>		
Crestwood Treatment Center - Fremont	Medi-Cal Published Rate	140.00
Alameda SNF - 1120	**Indigent/Medi-Cal Ineligible	
NPI - 1942228838		
		Negotiated

CRESTWOOD BEHAVIORAL HEALTH, INC.	7/1/2021
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The following rates include room and board, nursing care, special treatment program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.

Mental Health Rehabilitation Centers (MHRC)

Room and Board/Per Diem

Crestwood Center - Sacramento	Level 1	370.00
Sacramento MHRC - 1106	Level 2	337.00
NPI - 1356411656	Level 3	306.00
Crestwood Behavioral Health Ctr – San Jose	Level 1	404.00
Santa Clara MHRC - 1107	Level 2	324.00
NPI - 1376623256	Level 3	315.00
Crestwood Behavioral Health Ctr - Eureka		318.00
Humboldt MHRC - 1110		

NPI - 1124046008

Crestwood Behavioral Health Ctr - Bakersfield	Level 1 (1:1)	696.00
Kern MHRC - 1115	Level 2	370.00
NPI - 1275610800	Level 3	337.00
	Level 4	304.00

Crestwood Center at Angwin, Napa Valley	Level 1	362.00
Napa MHRC - 1116	Level 2	288.00
NPI - 1316024953	Level 3	235.00

Kingsburg Healing Center	Level 1	475.00
Fresno MHRC - 1140	Level 2	416.00
NPI - 1073989661	Level 3	357.00
	Bedhold	297.00

Crestwood Recovery and Rehab Ctr- Vallejo	Level 1	372.00
Solano MHRC - 1141	Level 2	316.00
NPI - 1508935834	Level 3	280.00
	Level 4	263.00

Crestwood San Diego	Level 1	454.00
San Diego MHRC - 1154	Level 2	389.00
NPI - 1295146934	Level 3	323.00
	Bedhold	314.65

Crestwood Chula Vista	Level 1	454.00
San Diego MHRC - 1164	Level 2	389.00
NPI - 1023495181	Level 3	323.00
	Bedhold	314.65

San Francisco Healing Center	SF Blended Rate	495.00
San Francisco MHRC - 1166	Bedhold	486.65
NPI - 1447758024		

Fallbrook Healing Center	Level 1	464.00
San Diego MHRC - 1167	Level 2	397.00
NPI - 1639738297	Level 3	331.00
	Bedhold	317.00

Champion Healing Center - Lompoc	Level 1	530.00
Santa Barbara MHRC - 1170	Level 2	440.00

CRESTWOOD BEHAVIORAL HEALTH, INC.	7/1/2021
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The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

<u>Psychiatric Health Facilities (PHF)</u>	<u>Room and Board/Per Diem</u>
Crestwood PHF - Carmichael	900.00
American River, Sacramento - 1153	

NPI - 1972827343	
Crestwood Center PHF - Sacramento	900.00
Sacramento - 1156	
NPI - 1669734075	
Crestwood PHF – San Jose	1,082.00
Santa Clara - 1157	
NPI - 1598065047	
Crestwood Bakersfield PHF	975.00
Kern – 1158	
NPI - 1194034645	
Crestwood Solano PHF – Vallejo	998.00
Solano PHF - 1159	
NPI - 1780009142	
Crestwood Sonoma PHF	1,000.00
Sonoma PHF - XXXX	
NPI - XXXXXXXXXX	

CRESTWOOD BEHAVIORAL HEALTH, INC.

7/1/2021

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

Pathways ARF - Eureka	198.00
Humboldt, Social Rehabilitation Center - 1125	
NPI - 1811374564	
Crestwood Solano Our House, ARF at Vallejo	150.00
Solano ARF - 1136	
NPI - 1750452199	
Bridge Program – Bakersfield ARF	209.00
Bakersfield, Social Rehabilitation Center-1137	
NPI - 1265501597	
American River Resident. Services-Carmichael	150.00

Sacramento ARF - 1139 NPI - 1104905645	
Bridge Program - Pleasant Hill Contra Costa ARF - 1143 NPI - 1669543005	150.00
The Pathway - Pleasant Hill Contra Costa, Social Rehab Center- 1144 NPI - 1578634911	203.00
Bridge Program - Fresno Fresno, Social Rehabilitation Center - 1145 NPI - 1093892663	209.00
Crestwood Hope Center – Vallejo Solano RCFE - 1152 NPI - 1962702324	150.00
Hummingbird Healing House – San Diego San Diego Social Rehabilitation Center - 1168 NPI - 1992206734	195.00

Crestwood agreement FY 21-22

Final Audit Report

2021-07-09

Created:	2021-07-09
By:	Laura Cruz (lcruz@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3g7K2xsG2LvnGffnFzqZV3cviW0EL5BM

"Crestwood agreement FY 21-22" History

-  Document created by Laura Cruz (lcruz@mono.ca.gov)
2021-07-09 - 9:44:00 PM GMT- IP address: 162.252.88.209
-  Document emailed to Elena Mashkevich (elena.mashkevich@cbhi.net) for signature
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-  Email viewed by Elena Mashkevich (elena.mashkevich@cbhi.net)
2021-07-09 - 9:45:41 PM GMT- IP address: 66.81.230.162
-  Document e-signed by Elena Mashkevich (elena.mashkevich@cbhi.net)
Signature Date: 2021-07-09 - 9:58:55 PM GMT - Time Source: server- IP address: 66.81.230.162
-  Agreement completed.
2021-07-09 - 9:58:55 PM GMT





OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 8, 2022

Departments: Behavioral Health

TIME REQUIRED

SUBJECT 2017-2022 Mental Health Plan
Contract Amendment between Mono
County Behavioral Health and the
California Department of Health Care
Services

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed contract amendment with California Department of Health Case Services and pertaining to county provision of community mental health services.

RECOMMENDED ACTION:

Approve County entry into proposed contract amendment and authorize Behavioral Health Director to execute said amendment on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

None. The MHP contract amendment ensures continued receipt of the Department's budgeted revenues to support the delivery of Behavioral Health program services.

CONTACT NAME: Laura Cruz

PHONE/EMAIL: 760-924-1746 / lcruz@mono.ca.gov

SEND COPIES TO:

lcruz@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report DHCS Amendment
<input type="checkbox"/> DHCS standard agreement
<input type="checkbox"/> 2.0 attachment
<input type="checkbox"/> 3.0 Attachment

History

Time	Who	Approval
2/3/2022 3:44 AM	County Counsel	Yes
1/25/2022 5:00 PM	Finance	Yes
2/3/2022 4:26 PM	County Administrative Office	Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

P. O. BOX 2619 MAMMOTH LAKES, CA 93546 (760) 924-1740 FAX: (760) 924-1741

TO: Mono County Board of Supervisors

FROM: Robin Roberts, Director, Mono County Behavioral Health

DATE: February 8, 2022

SUBJECT:

2017-2022 Mental Health Plan (MHP) Contract Amendment between Mono County Behavioral Health and the California Department of Health Care Services (DHCS)

RECOMMENDED ACTION:

Approve County entry into proposed contract amendment and authorize Robin Roberts or other designated Behavioral Health staff to execute said contract on behalf of the County. Provide any desired direction to staff.

DISCUSSION:

The California Department of Health Care Services (hereafter referred to as DHCS or Department) administers the Mental Health Services Act, Projects for Assistance in Transition from Homelessness (PATH) and Community Mental Health Services Grant (MHBG) programs and oversees county provision of community mental health services provided with realignment funds. Mono County Behavioral Health must meet certain conditions and requirements to receive funding for these programs and community mental health services. This Agreement, which is County's performance contract, as required by Welfare and Institutions Code (Welf. & Inst. Code) sections 5650(a), 5651, 5666, 5897, and Title 9, California Code of Regulations (Cal. Code Regs.), Title 9, section 3310, sets forth conditions and requirements that County must meet in order to receive this funding.

The proposed MHP Contract Amendment updates terms and conditions to comply with federal regulations as determined by the Centers for Medicare and Medicaid Services.

FISCAL IMPACT:

There is no fiscal impact to the County General Fund. The MHP Contract amendment ensures continued receipt of the Department's budgeted revenues to support the delivery of Behavioral Health program services.

SUBMITTED BY:

Robin K. Roberts, Director of Behavioral Health, Contact: 760.924.1740

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 148 PAGES

AGREEMENT NUMBER

17-94597

AMENDMENT NUMBER

A01

Purchasing Authority Number

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

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTOR NAME

Mono County Behavioral Health

2. The term of this Agreement is:

START DATE

July 1, 2017

THROUGH END DATE

June 30, 2022

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

\$0.00 (Zero Dollars)

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

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

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

(Continued on next pages)

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

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

Mono County Behavioral Health

CONTRACTOR BUSINESS ADDRESS

PO Box 2619

CITY

Mammoth Lakes

STATE

CA

ZIP

93546

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS

1501 Capitol Avenue MS 4200

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per: WIC 14703

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

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

Exhibit A A1 - Scope of Work (2 pages)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit E A1 – Additional Provisions (17 pages)

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

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

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

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

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

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

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

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

**Exhibit A A1
SCOPE OF WORK**

1. Service Overview

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

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

2. Service Location

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

3. Service Hours

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

4. Project Representatives

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

Department of Health Care Services Erika Cristo Telephone: (916) 713-8546 Email: Erika.Cristo@dhcs.ca.gov	Mono County Behavioral Health Robin K. Roberts, MFT Director Telephone: 760-924-1740 Fax: 760-924-1741 Email: rroberts@mono.ca.gov
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B. Direct all inquiries to:

Department of Health Care Services Medi-Cal Behavioral Health Division Attention: Dee Taylor 1501 Capitol Avenue, MS 2702 Sacramento, CA, 95814 Telephone: (916) 713-8509 Email: Dee.Taylor@dhcs.ca.gov	Mono County Behavioral Health Attention: Robin K. Roberts, MFT PO Box 2619 Mammoth Lakes, CA 93546 Telephone: 760-924-1740 Fax: 760-924-1741 Email: rroberts@mono.ca.gov
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Exhibit A A1
SCOPE OF WORK

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

5. General Authority

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

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

Contractor agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements of Sections **7405 and 11135 of the California Government Code**, Section 508 of the Rehabilitation Act **of 1973** and ~~the Americans with Disabilities Act of 1973~~ as amended (29 U.S.C. § 794-(d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations (**C.F.R.**), and **the portions of the Americans with Disabilities Act of 1990 related to electronic and IT accessibility requirements and implementing regulations (42 U.S.C. § 12101 et seq.)**. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code sections **7405 and 11135** codifies section 508 of the Act requiring accessibility of electronic and information technology.

7. Services to be Performed

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

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

1. Implementation Plan

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

2. Prohibited Affiliations

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

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

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

3. Delegation

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

4. Subcontracts

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

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

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

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

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

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

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

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

5. Accreditation Status

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

6. Conflict of Interest

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

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

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

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

1. Provision of Services

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

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

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

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

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

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

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

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

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

2. Requirements for Day Treatment Intensive and Day Rehabilitation

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

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

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

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

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

D. Day treatment intensive shall additionally include:

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

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

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

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

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

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

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

3. Therapeutic Behavioral Services

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

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1. Provider Compensation

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

2. Payments for Indian Health Care Providers

- A. Contractor shall make payment to all Indian Health Care Providers (IHCPs) in its network in a timely manner as required for payments to practitioners in individual or group practices under 42 §§ C.F.R. 447.454 and 447.46 including paying 90% of all clean claims from practitioners within 30 days of the date of receipt and paying 99 percent of all clean claims from practitioners within 90 days of the date of receipt. (42 C.F.R. 438.14(b)(2).)
- B. Contractor shall pay an IHCP that is not enrolled as a FQHC, regardless of whether it is a network provider of the Contractor, its applicable encounter rate published annually in the Federal Register by the Indian Health Service or in the absence of a published encounter rate, the amount the IHPC would receive if the services were provided under the State plan's fee-for-service methodology. (42 C.F.R. § 438.14 (c)(2).)

3. Prohibited Payments

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

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

4. Emergency Admission for Psychiatric Inpatient Hospital Services

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

5. Audit Requirements

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

6. Cost Reporting

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

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

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

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

7. Recovery of Overpayments

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

8. Physician Incentive Plans

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

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FINANCIAL REQUIREMENTS**

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

9. Financial requirements

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

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

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

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FINANCIAL REQUIREMENTS**

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

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

11. Cost Sharing

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

10. ICD- 10

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

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

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

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

1. Health Information Systems

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

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

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

2. Encounter Data

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

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

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

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

1. Quality Assessment and Performance Improvement

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

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QUALITY IMPROVEMENT SYSTEM**

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

2. Quality Improvement (QI) Work Plan

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

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

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

3. Quality Improvement (QI) Committee and Program

- A. The Contractor's QI program shall monitor the Contractor's service delivery system with the aim of improving the processes of providing care and better meeting the needs of its beneficiaries.
- B. The Contractor shall establish a QI Committee to review the quality of specialty mental health services provided to beneficiaries. The QI Committee shall recommend policy decisions; review and evaluate the results of QI activities, including performance improvement projects; institute needed QI actions; ensure follow-up of QI processes; and

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

document QI Committee meeting minutes regarding decisions and actions taken.

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

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

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

4. External Quality Review

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

5. Performance Improvement Projects

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

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QUALITY IMPROVEMENT SYSTEM**

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

6. Practice Guidelines

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

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

1. Utilization Management

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

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

2. Service Authorization

- A. Contractor shall implement mechanisms to assure authorization decision standards are met **in accordance with Mental Health and Substance Use Disorder Services (MHSUDS) Information Notice 19-026, or any subsequent Departmental notices issued to address parity in mental health and substance use disorder benefits subsequent to the effective date of this contract, and any applicable state and federal regulations. (42 C.F.R. § 438.910(d).)** The Contractor shall:
- 1) Have in place, and follow, written policies and procedures for processing requests for initial and continuing authorizations of services. (42 C.F.R. § 438.210(b)(1).)
 - 2) Have mechanisms in effect to ensure consistent application of review criteria for authorization decisions, and shall consult with the requesting provider when appropriate. (42 C.F.R. § 438.210(b)(2)(i-ii).)
 - 3) Have any decision to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested be made by a health care professional who has appropriate clinical expertise in addressing the beneficiary's behavioral health needs. (42 C.F.R. § 438.210(b)(3).)
 - 4) Notify the requesting provider and give the beneficiary written notice of any decision by the Contractor to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. (42 C.F.R. § 438.210(c)) The beneficiary's notice shall meet the requirements in Attachment 12, Section 10, paragraph A and Section 9, paragraph I and be provided within the timeframes set forth in Attachment 12, Section 10, paragraph B and Section 9, paragraph G.
- ~~B. For standard authorization decisions, the Contractor shall provide notice as expeditiously as the beneficiary's condition requires not to exceed 14 calendar days following receipt of the request for service, with a possible extension of up to 14 additional calendar days when:~~

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

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

- B. The Contractor shall comply with authorization timeframes in accordance with MHSUDS Information Notice 19-026, or any subsequent Departmental notices issued to address parity in mental health and substance use disorder benefits subsequent to the effective date of this contract, as well as any applicable state and federal regulations. (42 C.F.R. § 438.910(d).)**
- C. For cases in which a provider indicates, or the Contractor determines, that following the standard timeframe could seriously jeopardize the beneficiary's life or health or ability to attain, maintain, or regain maximum function, the Contractor shall make an expedited authorization decision and provide notice as expeditiously as the beneficiary's health condition requires and no later than 72 hours after receipt of the request for service. The Contractor may extend the 72-hour time period by up to 14 calendar days if the beneficiary requests an extension, or if the Contractor justifies (to the Department upon request) a need for additional information and how the extension is in the beneficiary's interest. (42 C.F.R. § 438.210(d)(2))
- D. The Contractor shall act on an authorization request for treatment for urgent conditions within one hour of the request. (Cal. Code Regs., tit. 9, §§ 1810.253 1810.405, subd. (c)).
- E. The Contractor shall not require prior authorization for an emergency admission for psychiatric inpatient hospital services, whether the admission is voluntary or involuntary. (Cal. Code Regs., tit. 9, §§ 1820.200(d) and 1820.225). The Contractor that is the MHP of the beneficiary being admitted on an emergency basis shall approve a request for payment authorization if the beneficiary meets the criteria for medical necessity and the beneficiary, due to a mental disorder, is a current danger to self or others, or immediately unable to provide for, or utilize,

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

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

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

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

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

Exhibit A – Attachment 7 A1
ACCESS AND AVAILABILITY OF SERVICES

1. Beneficiary Enrollment

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

2. Cultural Competence

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

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ACCESS AND AVAILABILITY OF SERVICES

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

3. Out-of-Network Services

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

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

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

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

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

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

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ACCESS AND AVAILABILITY OF SERVICES**

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

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

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

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

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

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ACCESS AND AVAILABILITY OF SERVICES**

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

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

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ACCESS AND AVAILABILITY OF SERVICES**

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

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

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

6. Indian Beneficiaries

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

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

1. Enrollment and Screening

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

2. Assessment of Capacity

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

3. Network Adequacy

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

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

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

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

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

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

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

5. Documentation of Network Adequacy

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

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

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

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

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

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

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PROVIDER NETWORK**

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

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

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

6. Choice of Provider

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

7. Provider Selection

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

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

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

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

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

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

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

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PROVIDER NETWORK**

8. Provider Certification

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

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

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

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

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

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

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

9. Provider Beneficiary Communications

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

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

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

10. Provider Notifications

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

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

1. Documentation Standards

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

A. Assessment

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

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DOCUMENTATION REQUIREMENTS**

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

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DOCUMENTATION REQUIREMENTS**

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

B. Client Plans

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

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

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

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

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

C. Progress Notes

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

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

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DOCUMENTATION REQUIREMENTS**

D. Other

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

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

1. Coordination of Care

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

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COORDINATION AND CONTINUITY OF CARE**

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

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

1. Basic Requirements

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

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INFORMATION REQUIREMENTS**

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

2. Information Provided to Beneficiaries

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

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INFORMATION REQUIREMENTS**

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

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

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

3. Language and Format

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

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

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

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

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

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

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

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

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

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

F. Nondiscrimination Notice and Taglines

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

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

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

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

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

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

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

4. Handbook

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

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

- 1) The right to file grievances and appeals;

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

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

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

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5. Provider Directory

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

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- 6) **Type of practitioner as appropriate.**
 - 7) **National Provider Identifier number.**
 - 8) **California License number and type of license.**
 - 9) **Whether the provider has completed cultural competence training.**
- C. Information included in a paper provider directory shall be updated at least monthly and electronic provider directories shall be updated no later than 30 calendar days after the Contractor receives updated provider information. **Contractor shall ensure processes are in place to allow providers to promptly verify or submit changes to the information required to be in the directory.** (42 C.F.R. § 438.10(h)(3).)
- D. Provider directories shall be made available on the Contractor's website in a machine readable file and format as specified by the Secretary. (42 C.F.R. § 438.10(h)(4).)
- 6. Advance Directives**
- A. For purposes of this contract, advance directives means a written instruction, such as a living will or durable power of attorney for health care, recognized under California law, relating to the provision of health care when the individual is incapacitated. (42 C.F.R. § 489.100.)
 - B. The Contractor shall maintain written policies and procedures on advance directives, which include a description of applicable California law. (42 C.F.R. §§ and 438.3(j)(1)-(3), 422.128). Any written materials prepared by the Contractor for beneficiaries shall be updated to reflect changes in state laws governing advance directives as soon as possible, but no later than 90 days after the effective date of the change. (42 C.F.R. § 438.3(j)(4).)
 - C. The Contractor shall provide adult beneficiaries with the written information on advance directives. (42 C.F.R. § 438.3(j)(3).)
 - D. The Contractor shall not condition the provision of care or otherwise discriminate against an individual based on whether or not the individual

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

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

7. Beneficiary Rights

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

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

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1. General Provisions

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

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

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

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

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

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

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

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

2. Handling of Grievances and Appeals

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

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

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

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

3. Grievance Process

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

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

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

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

4. Discrimination Grievances

A. For Discrimination Grievances:

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

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

5. Appeals Process

A. The Contractor’s appeal process shall, at a minimum:

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

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

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

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

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

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

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

6. Expedited Appeal Process

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

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

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

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

7. Contractor obligations related to State Fair Hearing

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

- A. If a beneficiary requests a State Fair Hearing, the Department shall grant the request. (42 C.F.R. § 431.220(a)(5).) The right to a State Fair Hearing, how to obtain a hearing, and representation rules at a hearing must be explained to the beneficiary and provider by Contractor in its notice of decision or Notice of Adverse Benefit Determination. (42 C.F.R. § 431.206(b); 42 C.F.R. § 431.228(b).) Beneficiaries and providers shall also be informed of the following:
- 1) A beneficiary may request a State Fair Hearing only after receiving notice that the Contractor is upholding the adverse benefit determination. (42 C.F.R. § 438.408(f)(1).)
 - 2) If the Contractor fails to adhere to notice and timing requirements under § 438.408, the beneficiary is deemed to have exhausted the Contractor’s appeals process, and the beneficiary may initiate a state fair hearing. (42 C.F.R. 438.408(f)(1)(i); 42 C.F.R. 438.402(c)(1)(i)(A).)
 - 3) The provider may request a State Fair Hearing only if the Department permits the provider to act as the beneficiary's authorized representative. (42 C.F.R. § 438.402(c)(1)(ii).)

8. Expedited Fair Hearing

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

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

9. Continuation of Services

- A. A beneficiary receiving specialty mental health services shall have a right to file for continuation of specialty mental health services pending the outcome of a fair hearing. (Cal. Code Regs., tit. 22., § 51014.2; Cal. Code Regs., tit. 9, § 1850.215.)
- B. The Contractor shall continue the beneficiary's benefits while an appeal is in process if all of the following occur:
- 1) The beneficiary files the request for an appeal within 60 calendar days following the date on the adverse benefit determination notice; (42 C.F.R. § 438.420(b)(1).)
 - 2) The appeal involves the termination, suspension, or reduction of a previously authorized service; (42 C.F.R. § 438.420(b)(2).)
 - 3) The beneficiary's services were ordered by an authorized provider; (42 C.F.R. § 438.420(b)(3).)
 - 4) The period covered by the original authorization has not expired; and, (42 C.F.R. § 438.420(b)(4).)
 - 5) The request for continuation of benefits is filed on or before the later of the following: (42 C.F.R. § 438.420 (b)(5).)
 - a. Within 10 calendar days of the Contractor sending the notice of adverse benefit determination; (42 C.F.R. § 438.420(a).) or
 - b. The intended effective date of the adverse benefit determination. (42 C.F.R. § 438.420(a).)
- C. If, at the beneficiary's request, the Contractor continues the beneficiary's benefits while the appeal or state fair hearing is pending, the benefits must be continued until the beneficiary withdraws the appeal or request for state

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

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

10. Provision of Notice of Adverse Benefit Determination

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

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

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

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

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

11. Contents and Timing of NOABD

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

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

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

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

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

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

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

12. Annual Grievance and Appeal Report

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

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PROGRAM INTEGRITY**

1. General Requirements

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

2. Excluded Providers

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

3. Compliance Program

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

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PROGRAM INTEGRITY**

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

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

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PROGRAM INTEGRITY**

4. Fraud Reporting Requirements

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

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PROGRAM INTEGRITY**

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

5. Service Verification

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

6. Disclosures

A. Disclosure of 5% or More Ownership Interest:

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

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

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

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

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

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

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

C. Disclosures Related to Persons Convicted of Crimes

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

Exhibit A – Attachment 14 A1 REPORTING REQUIREMENTS

1. Data Submission/ Certification Requirements

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

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

2. Encounter Data

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

3. Insolvency

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

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

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

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

4. Network Adequacy

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

5. Information on Ownership and Control

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

6. Annual Report of Overpayment Recoveries

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

7. Performance Data

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

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

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

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

8. Parity in Mental Health and Substance Use Disorder Services

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

Exhibit B A1
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Payment Provisions

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

2. Budget Contingency Clause

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

A. Federal Budget

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

B. Delayed Federal Funding

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

3. Federal Financial Participation

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

Exhibit B A1
BUDGET DETAIL AND PAYMENT PROVISIONS

4. Audits and Recovery of Overpayments

- A. Pursuant to Welf. & Inst. Code § 14707, in the case of federal audit exceptions, the Department will follow federal audit appeal processes unless the Department, in consultation with the California Mental Health Director's Association, determines that those appeals are not cost beneficial.
- 1) Whenever there is a final federal audit exception against the State resulting from a claim for federal funds for an expenditure by individual counties that is not federally allowable, the department may offset federal reimbursement and request the Controller's office to offset the distribution of funds to the Contractor from the Mental Health Subaccount, the Mental Health Equity Subaccount and the Vehicle License Collection Account of the Local Revenue Fund; funds from the Mental Health Account and the Behavioral Health Subaccount of the Local Revenue Fund 2011; and any other mental health realignment funds from which the Controller makes distributions to the counties by the amount of the exception. The Department shall provide evidence to the Controller that the county had been notified of the amount of the audit exception no less than 30 days before the offset is to occur.
 - 2) The Department will involve the Contractor in developing responses to any draft federal audit reports that directly impact the county.
- B. Pursuant to Welf. & Inst. Code § 14718(b)(2), the Department may offset the amount of any federal disallowance, audit exception, or overpayment against subsequent claims from the Contractor.
- 1) The Department may offset the amount of any state disallowance, audit exception, or overpayment for fiscal years through and including 2010-11 against subsequent claims from the Contractor.
 - 2) Offsets may be done at any time, after the department has invoiced or otherwise notified the Contractor about the audit exception, disallowance, or overpayment. The Department shall determine the amount that may be withheld from each payment to the mental health plan.
 - 3) The maximum withheld amount shall be 25 percent of each payment as long as the Department is able to comply with the federal requirements for repayment of FFP pursuant 42 United States Code (U.S.C.) §1396b(d)(2)).

Exhibit B A1
BUDGET DETAIL AND PAYMENT PROVISIONS

The Department may increase the maximum amount when necessary for compliance with federal laws and regulations.

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

5. Claims Adjudication Process

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

Exhibit B A1
BUDGET DETAIL AND PAYMENT PROVISIONS

Health Director's certification, including the certification that the services for which claims were submitted were actually provided to the beneficiary. If the Department requires additional information from the Contractor that will be used to establish Department payments to the Contractor, the Contractor shall certify that the additional information provided is in accordance with 42 C.F.R. § 438.604.

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

6. Payment Data Certification

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

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

Exhibit B A1
BUDGET DETAIL AND PAYMENT PROVISIONS

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

8. Administrative Reimbursement

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

9. Notification of Request for Contract Amendment

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

**Exhibit E A1
ADDITIONAL PROVISIONS**

1. Additional Incorporated Exhibits

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

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

2. Amendment Process

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

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ADDITIONAL PROVISIONS

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

3. Cancellation/Termination

A. General Provisions

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

Exhibit E A1
ADDITIONAL PROVISIONS

B. Contract Renewal

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

C. Contract Amendment Negotiations

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

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ADDITIONAL PROVISIONS

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

D. Contract Termination

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

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

E. Termination of Obligations

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

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

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

F. Contract Disputes

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

4. Fulfillment of Obligation

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

5. Additional Provisions

A. Inspection Rights/Record Keeping Requirements

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

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

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

B. Notices

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

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

Mono County Behavioral Health
PO Box 2619
Mammoth Lakes, CA 93546

C. Nondiscrimination

- 1) Consistent with the requirements of applicable federal law, such as 42 Code of Federal Regulations, part 438.3(d)(3) and (4), and state law, the Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect ~~on the basis of~~ **any ground protected under federal or state law, including sex,** race, color, gender, gender identity, religion, marital status, national origin, **ethnic group identification, ancestry,** age, sexual orientation, **medical condition, genetic information,** or mental or physical handicap or disability. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(~~3-4~~); 45 C.F.R. § 92.28(a)(1); Gov. Code § 11135(a); Welf. & Inst. Code § 14727(a)(3).)
- 2) The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (**codified at 29 U.S.C. § 794**), ~~pertaining to the prohibition of~~ **exclusion, denial of benefits, and** discrimination against qualified ~~handicapped persons~~ **individuals with a disability** in ~~all~~ **any** federally assisted programs

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

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

D. Relationship of the Parties

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

E. Waiver of Default

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

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ADDITIONAL PROVISIONS

6. Duties of the State

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

A. Payment for Services

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

B. Reviews

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

C. Monitoring for Compliance

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

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

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

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

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

H. Excluded Providers

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

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

I. Sanctions

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

J. Notification

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

K. Performance Measurement

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

7. **State and Federal Law Governing this Contract**

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

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ADDITIONAL PROVISIONS**

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

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

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- 13) Balanced Budget Act of 1997;
- 14) The Contractor shall comply with the provisions of the Copeland Anti-Kickback Act, which requires that all contracts and subcontracts in excess of \$2000 for construction or repair awarded by the Contractor and its subcontractors shall include a provision for compliance with the Copeland Anti-Kickback Act.
- 15) The Contractor shall comply with the provisions of the Davis-Bacon Act, as amended, which provides that, when required by Federal Medicaid program legislation, all construction contracts awarded by the Contractor and its subcontractors of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations.
- 16) The Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act, as applicable, which requires that all subcontracts awarded by the Contractor in excess of \$2,000 for construction and in excess of \$2,500 for other subcontracts that involve the employment of mechanics or laborers shall include a provision for compliance with the Contract Work Hours and Safety Standards Act.
- 17) Any applicable federal and state laws that pertain to beneficiary rights.
- 18) **Should any part of the scope of work under this contract relate to a State program receiving Federal Financial Participation (FFP) that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which CMS has withdrawn federal authority, or which is the subject of a legislative repeal), Contractor must do no work on that part after the effective date of the loss of such program authority. DHCS must adjust payments to remove costs that are specific to any State program or activity receiving FFP that is no longer authorized by law. If Contractor works on a State program or activity receiving FFP that is no longer authorized by law after the date the legal authority for the work ends, Contractor will not be paid for that work. If DHCS has paid Contractor in advance to work on a no-longer-authorized State program or activity receiving FFP and under the terms of this contract the**

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work was to be performed after the date the legal authority ended, the payment for that work should be returned to DHCS. However, if Contractor worked on a State program or activity receiving FFP prior to the date legal authority ended for that State program or activity, and DHCS included the cost of performing that work in its payments to Contractor, Contractor may keep the payment for that work even if the payment was made after the date the State program or activity receiving FFP lost legal authority.

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

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

**Exhibit E A1
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- 4) Medical Loss Ratio
 - 5) Religious or Moral Objections to Delivering Services
 - 6) Family Planning Services
 - 7) Drug Formularies and Covered Outpatient Drugs
- G. Pursuant to Welf. & Inst. Code section 14704, a regulation or order concerning Medi-Cal specialty mental health services adopted by the State Department of Mental Health pursuant to Division 5 (commencing with Section 5000), as in effect preceding the effective date of this section, shall remain in effect and shall be fully enforceable, unless and until the readoption, amendment, or repeal of the regulation or order by DHCS, or until it expires by its own terms.
- H. State Law:
- 1) Division 5, Welf. & Inst. Code, to the extent that these requirements are applicable to the services and functions set forth in this contract
 - 2) Welf. & Inst. Code §§ 14680-14685.1
 - 3) Welf. & Inst. Code §§ 14700-14727~~6~~
 - 4) Chapter 7, Part 3, Division 9, Welf. & Inst. Code, to the extent that these requirements are applicable to the services and functions set forth in this contract
 - 5) Cal. Code Regs., tit. 9, § 1810.100 et. seq. – Medi-Cal Specialty Mental Health Services
 - 6) Cal. Code Regs., tit. 22, §§ 50951 and 50953
 - 7) Cal. Code Regs., tit. 22, §§ 51014.1 and 51014.2

Exhibit E – Attachment 1 A1
DEFINITIONS

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

**Exhibit E – Attachment 1 A1
DEFINITIONS**

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

**Exhibit E – Attachment 1 A1
DEFINITIONS**

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

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

**Exhibit E – Attachment 1 A1
DEFINITIONS**

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

**Exhibit E – Attachment 1 A1
DEFINITIONS**

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

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

Exhibit E – Attachment 2 A1
SERVICE DEFINITIONS

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

Exhibit E – Attachment 2 A1
SERVICE DEFINITIONS

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

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

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

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

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

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

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

Exhibit E – Attachment 2 A1
SERVICE DEFINITIONS

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

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

Exhibit E – Attachment 2 A1
SERVICE DEFINITIONS

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

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

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

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
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By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
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CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

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

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

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

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

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

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

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

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

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE February 8, 2022

Departments: Behavioral Health

TIME REQUIRED

SUBJECT Addendum to MOU with California Health and Wellness

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed amendment to contract with County of Mono and California Health and Wellness pertaining to setting out specific guidance on a dispute resolution process to be followed between mental health plans and Medi-Cal managed care plans.

RECOMMENDED ACTION:

Approve County entry into proposed contract addendum and authorize Behavioral Health Director and CAO to execute said contract on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

None

CONTACT NAME: Laura Cruz

PHONE/EMAIL: 760-924-1746 / lcruz@mono.ca.gov

SEND COPIES TO:

lcruz@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report Addendum MOU CA Health and Wellness
CA Health and Wellness Addendum
CA Health and Wellness Original Agreement

History

Time

Who

Approval

2/3/2022 3:45 AM	County Counsel	Yes
2/1/2022 11:20 AM	Finance	Yes
2/3/2022 4:27 PM	County Administrative Office	Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

P. O. BOX 2619 MAMMOTH LAKES, CA 93546 (760) 924-1740 FAX: (760) 924-1741

TO: Mono County Board of Supervisors
FROM: Robin Roberts, Mono County Behavioral Health, Director
DATE: February 8, 2022

SUBJECT:

Addendum to MOU between County of Mono and California Health and Wellness

RECOMMENDED ACTION:

(1) Approve and authorize Behavioral Health Director and CAO to execute said contract on behalf of the county, pertaining to the provision of providing guidance to Medi-Cal managed care health plans on how to submit a service delivery dispute to DHCS when the dispute cannot be resolved at the local level with Mental Health Plan (2) Provide any desired direction to staff.

DISCUSSION:

MCPs are contractually required to provide and cover all medically necessary services for members, with the exception of those services that are carved out of the MCP's contract. However, even for carved-out services, MCPs remain contractually responsible for providing Comprehensive Case Management, including coordination of care, to ensure the provision of all medically necessary services, whether those services are delivered within or outside of the MCP's provider network. Comprehensive case management for medically necessary services, including both basic and complex case management, is described in MCP contracts

FISCAL IMPACT:

No Fiscal Impact

SUBMITTED BY:

Laura Cruz Staff Services Analyst Mono County Behavioral Health Contact: 760.924.1746

MONO COUNTY ADDENDUM NO.2

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF MONO
AND
CALIFORNIA HEALTH AND WELLNESS**

This Addendum is made and entered into as of this ____ day of _____ 2022, by and between the MHP of Mono County (hereinafter, referred to as “MHP”), a political subdivision of the State of California, Division of Behavioral Health Services, and California Health and Wellness (hereinafter, referred to as “CHWP”).

WHEREAS, CHWP and County of Mono are parties to a Memorandum of Understanding (the “**MOU**”) dated July 3, 2018.

WHEREAS, the Department of Health Care Services (“DHCS”) issued All Plan Letter 21-013 dated October 4, 2021, as such APL may be further amended or superseded (“APL 21-013”), setting out specific guidance on a dispute resolution process to be followed between mental health plans and Medi-Cal managed care plans.

NOW, THEREFORE in consideration of foregoing, the MOU shall be amended as follows:

1. That Section eight (8.) DISPUTE RESOLUTION PROCESS through Section thirteen (13) CONSULTATION shall be renumbered to read as Sections eight (8) through fifteen (15)
2. That Section eight (8) DISPUTE RESOLUTION PROCESS shall be updated with the following language, which language is intended to be consistent with the requirements of APL 21-013. To the extent the language provided in Section (8), conflicts with the specific terms and conditions contained in APL 21-013, APL21-013 terms and conditions shall control.
3. That new Section Nine (9.) EXPEDITED DISPUTE RESOLUTION PROCESS, and new Section Ten (10.) FINANCIAL LIABILITY shall be added to the agreement as follows. To the extent the language provided in Sections (9.) and/or (10.), conflicts with the specific terms and conditions contained in APL 21-013, APL21-013 terms and conditions shall control:

CATEGORY	MHP	CHWP
8. Routine Dispute Resolution Process	<ol style="list-style-type: none">1. MHP Liaison will participate in an annual review, update and/or renegotiations with CHWP on this agreement as is mutually agreed.2. When the MHP has a dispute with CHWP that cannot be resolved to the	<ol style="list-style-type: none">1. CHWP liaison will conduct an annual review, update and/or renegotiations of this agreement with the MHP, as is mutually agreed.2. When CHWP has a dispute with the MHP that cannot be resolved to the

	<p>satisfaction of the MHP concerning the obligations of the MHP or CHWP under their respective contracts with the DHCS, State Medi-Cal laws and regulations, or with this MOU as described in Section 1810.370*, the MHP may submit a request for resolution to the Department.</p> <p>3. Regardless of MOU status, CHWPs and MHP must complete the plan level dispute resolution process within 15 business days of identifying the dispute. Within three business days after a failure to resolve the dispute during that timeframe, either the MHP or CHWP must submit a written "Request for Resolution" to DHCS. If CHWP submits the Request for Resolution it must be signed by the CHWP's Chief Executive Officer (CEO) or the CEO's designee. The Request for Resolution must include:</p> <ul style="list-style-type: none"> a. A summary of the disputed issue(s) and a statement of the desired remedies, including any disputed services that have been or are expected to be delivered to the member by either CHWP or the MHP and the expected rate of payment for each type of service; 	<p>satisfaction of CHWP concerning the obligations of the MHP or CHWP under their respective contracts with the DHCS, State Medi-Cal laws and regulations, or with this MOU as described in Section 1810.370*, the CHWP may submit a request for resolution to the Department.</p> <p>3. Regardless of MOU status, CHWPs and MHP must complete the plan level dispute resolution process within 15 business days of identifying the dispute. Within three business days after a failure to resolve the dispute during that timeframe, either the MHP or CHWP must submit a written "Request for Resolution" to DHCS. If CHWP submits the Request for Resolution it must be signed by the CHWP's Chief Executive Officer (CEO) or the CEO's designee. The Request for Resolution must include:</p> <ul style="list-style-type: none"> a. A summary of the disputed issue(s) and a statement of the desired remedies, including any disputed services that have been or are expected to be delivered to the member by either CHWP or the MHP and the expected rate of payment for each type of service;
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	<ul style="list-style-type: none"> b. A history of the attempts to resolve the issue(s) with the MHP or CHWP; c. Justification for the MHP or CHWP’s desired remedy; and d. Any additional documentation that the MHP or CHWP deems relevant to resolve the disputed issue(s), if applicable. <p>4. The Request for Resolution must be submitted via secure email to: MCQMD@dhcs.ca.gov.</p> <p>5. Within three business days of receipt of a Request for Resolution from a CHWP, DHCS will forward a copy of the Request for Resolution to the Director of the affiliated MHP via secure email (“Notification”). The MHP will have three business days from the receipt of Notification to submit a response to the CHWP’s Request for Resolution and to provide any relevant documents to support the MHP’s position. If the MHP fails to respond, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by the CHWP. Conversely, if the MHP submits a Request for Resolution to DHCS, DHCS will forward a copy of the</p>	<ul style="list-style-type: none"> b. A history of the attempts to resolve the issue(s) with CHWP or the MHP; c. Justification for CHWP’s or MHP desired remedy; and d. Any additional documentation that CHWP or MHP deems relevant to resolve the disputed issue(s), if applicable. <p>4. The Request for Resolution must be submitted via secure email to: MCQMD@dhcs.ca.gov.</p> <p>5. Within three business days of receipt of a Request for Resolution from a CHWP, DHCS will forward a copy of the Request for Resolution to the Director of the affiliated MHP via secure email (“Notification”). The MHP will have three business days from the receipt of Notification to submit a response to the CHWP’s Request for Resolution and to provide any relevant documents to support the MHP’s position. If the MHP fails to respond, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by the CHWP. Conversely, if the MHP submits a Request for Resolution to DHCS, DHCS will forward a copy of the Request for Resolution to</p>
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	<p>Request for Resolution to the affiliated CHWP, within three business days of receipt. CHWP will have three business days to respond and provide relevant documents.</p> <p>6. If a MHP requests a rate of payment in its Request for Resolution, and the MHP prevails, the requested rate shall be deemed correct, unless the CHWP disputes the rate of payment in its response. If CHWP fails to respond, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by the MHP. Conversely, if a CHWP requests a rate of payment in its Request for Resolution, and CHWP prevails, the requested rate shall be deemed correct, unless the MHP disputes the rate of payment in its response. If the MHP fails to respond, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by CHWP.</p> <p>7. At its discretion, DHCS may allow representatives of CHWP and the MHP the opportunity to present oral arguments.</p> <p>8. The Managed Care Quality and Monitoring Division and the Medi-Cal Behavioral Health Division will make a joint recommendation to DHCS'</p>	<p>the affiliated CHWP, within three business days of receipt. CHWP will have three business days to respond and provide relevant documents.</p> <p>6. If a MHP requests a rate of payment in its Request for Resolution, and the MHP prevails, the requested rate shall be deemed correct, unless the CHWP disputes the rate of payment in its response. If CHWP fails to respond, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by the MHP. Conversely, if a CHWP requests a rate of payment in its Request for Resolution, and CHWP prevails, the requested rate shall be deemed correct, unless the MHP disputes the rate of payment in its response. If the MHP fails to respond, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by CHWP.</p> <p>7. At its discretion, DHCS may allow representatives of CHWP and the MHP the opportunity to present oral arguments.</p> <p>8. The Managed Care Quality and Monitoring Division and the Medi-Cal Behavioral Health Division will make a joint recommendation to DHCS' Director, or the Director's</p>
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	<p>Director, or the Director's designee, based on their review of the submitted documentation; the applicable statutory, regulatory, and contractual obligations of CHWP and the MHP; and any oral arguments presented.</p> <p>9. Within 20 business days from the third business day after the Notification date, DHCS will communicate the final decision via secure email to CHWP's CEO (or the CEO's designee, if the designee submitted the Request for Resolution) and the MHP's Director (or the Director's designee, if the designee submitted the Request for Resolution). DHCS' decision will state the reasons for the decision, the determination of rates of payment (if the rates of payment were disputed), and any actions CHWP and MHP are required to take to implement the decision. Any such action required from either CHWP or the MHP must be taken no later than the next business day following the date of the decision.</p> <p>10. A dispute between the MHP and CHWP will not delay medically necessary specialty mental health services, physical health care services, or related</p>	<p>designee, based on their review of the submitted documentation; the applicable statutory, regulatory, and contractual obligations of CHWP and the MHP; and any oral arguments presented.</p> <p>9. Within 20 business days from the third business day after the Notification date, DHCS will communicate the final decision via secure email to CHWP's CEO (or the CEO's designee, if the designee submitted the Request for Resolution) and the MHP's Director (or the Director's designee, if the designee submitted the Request for Resolution). DHCS' decision will state the reasons for the decision, the determination of rates of payment (if the rates of payment were disputed), and any actions CHWP and MHP are required to take to implement the decision. Any such action required from either CHWP or the MHP must be taken no later than the next business day following the date of the decision.</p> <p>10. A dispute between CHWP and the MHP will not delay medically necessary specialty mental health services, physical health care services, or related prescription drugs and</p>
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	<p>prescription drugs and laboratory, radiological, or radioisotope services to beneficiaries, when it is reasonably foreseeable that delay in the provision of services is likely to harm the beneficiary.</p> <p>11. Nothing in this section will preclude a beneficiary from utilizing the MHP’s beneficiary problem resolution process or any similar process offered by CHWP or to request a fair hearing.</p> <p>12. If a dispute occurs between the member and the MHP or CHWP, the member will continue to receive medically necessary health care and mental health care services, including prescription drugs until the dispute is resolved.</p> <p>13. When the dispute involves CHWP continuing to provide services to a beneficiary that the CHWP believes requires specialty mental health services from the MHP, the MHP shall identify and provide CHWP with the name and telephone number of a psychiatrist or other qualified licensed mental health.</p>	<p>laboratory, radiological, or radioisotope services to beneficiaries, when it is reasonably foreseeable that delay in the provision of services is likely to harm the beneficiary.</p> <p>11. Nothing in this section will preclude a beneficiary from utilizing CHWP’s beneficiary problem resolution process or any similar process offered by the MHP or to request a fair hearing.</p> <p>12. If a dispute occurs between the member and CHWP or MHP, the member will continue to receive medically necessary health care and mental health care services, including prescription drugs until the dispute is resolved.</p>
<p>9. Expedited Dispute Resolution Process</p>	<p>1. The CHWP and MHP may seek to enter into an expedited dispute resolution process if a member has not received a disputed service(s) and CHWP and/or MHP</p>	<p>1. CHWP and the MHP may seek to enter into an expedited dispute resolution process if a member has not received a disputed service(s) and CHWP and/or the MHP</p>

	<p>determine that the Routine Dispute Resolution Process timeframe would result in serious jeopardy to the member's life, health, or ability to attain, maintain, or regain maximum function.</p> <p>2. Under this expedited process, CHWP and the MHP will have one business day after identification of a dispute to attempt to resolve the dispute at the plan level. Within one business day after a failure to resolve the dispute in that timeframe, both plans will separately submit a Request for Resolution to DHCS, as set out above, including an affirmation of the stated jeopardy to the member.</p> <p>3. If the MHP fails to submit a Request for Resolution, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by CHWP. Conversely, if CHWP fails to submit a Request for Resolution, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by the MHP.</p> <p>4. DHCS will provide a decision no later than one business day following DHCS' receipt of Request for Resolution from both parties and affirmation of</p>	<p>determine that the Routine Dispute Resolution Process timeframe would result in serious jeopardy to the member's life, health, or ability to attain, maintain, or regain maximum function.</p> <p>2. Under this expedited process, CHWP and the MHP will have one business day after identification of a dispute to attempt to resolve the dispute at the plan level. Within one business day after a failure to resolve the dispute in that timeframe, both plans will separately submit a Request for Resolution to DHCS, as set out above, including an affirmation of the stated jeopardy to the member.</p> <p>3. If the MHP fails to submit a Request for Resolution, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by CHWP. Conversely, if CHWP fails to submit a Request for Resolution, DHCS will render a decision on the disputed issue(s) based on the documentation submitted by the MHP.</p> <p>4. DHCS will provide a decision no later than one business day following DHCS' receipt of Request for Resolution from both parties and affirmation of</p>
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	the stated jeopardy to the member.	the stated jeopardy to the member.
10. Financial Liability	1. If DHCS' decision includes a finding that the unsuccessful party is financially liable to the other party for services, CHWP or MHP is required to comply with the requirements in Title 9, California Code of Regulations (CCR), and section 1850.530. If necessary, DHCS will enforce the decision, including withholding funds to meet any financial liability.	1. If DHCS' decision includes a finding that the unsuccessful party is financially liable to the other party for services, CHWP or MHP is required to comply with the requirements in Title 9, California Code of Regulations (CCR), and section 1850.530. If necessary, DHCS will enforce the decision, including withholding funds to meet any financial liability.

4. Capitalized terms used in this Amendment and not otherwise defined herein shall have the same meaning in the MOU. All other terms and conditions of the MOU not inconsistent with this Amendment shall remain in effect

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth beneath their respective signatures.

California Health and Wellness:

Signature: _____

Print Name: _____

Title: _____

Date: _____

County of Mono:

INSERT NAME Date

Mono County Behavioral Health

INSERT NAME Date

Approved for Contract Policy Compliance, Contracts by:

Date

Approved as to Form, County Counsel by:

Date

MEMORANDUM OF UNDERSTANDING
between
CALIFORNIA HEALTH AND WELLNESS PLAN
and
COUNTY OF MONO
for
COORDINATION OF SERVICES

This MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between the COUNTY OF MONO, a Political Subdivision of the State of California, hereinafter referred to as “COUNTY” and CALIFORNIA HEALTH AND WELLNESS PLAN (“CHWP”), a health maintenance organization, whose address is PO Box 1558, Sacramento, CA 95812-1558, (collectively the “Parties” and individually “Party”) in order to implement certain provisions of Title 9 of the California Code of Regulations (“CCR”).

WHEREAS COUNTY through its Department of Behavioral Health is a Mental Health Plan hereinafter referred to as “MHP”, as defined in Title 9 CCR, section 1810.226 and is required by the State Department of Mental Health (“DMH”) to enter into an MOU with any Medi-Cal managed care plan providing health care services to MHP Medi-Cal beneficiaries in accordance with Title 9 CCR; and

WHEREAS, nothing contained herein shall add to or delete from the services required by COUNTY or CHWP under each individual Party’s agreement with the State (“State”) of California or the provisions of State or federal law. COUNTY and CHWP agree to perform required services under said agreements with the State, to the extent not inconsistent with laws and regulations; and

WHEREAS, the Department of Health Care Services may sanction a mental health plan pursuant to paragraph (one), subdivision (e), Section 14712 for failure to comply with the requirements of Welfare & Institution Code, Section 14715; and

WHEREAS, this MOU cannot conflict with MHP’s obligations in the State/County MHP Contract, CCR Title 9, and the State Plan for the rehabilitation and Targeted Case Management outpatient; and

WHEREAS, all references in this MOU to “members” are limited to individuals assigned to or enrolled in CHWP health plan.

WHEREAS the purpose of this MOU is to describe the responsibilities of COUNTY through its MHP and CHWP in the delivery of specialty mental health services to members served by both Parties. It is the intention of COUNTY and CHWP to coordinate care between providers of physical care and mental health care as set forth in Attachment A, “Matrix of Parties’ Responsibilities”.

WHEREAS, Attachment B identified as “DHCS All Plan Letter (“APL”) 17-018” which is attached hereto and incorporated herein, shall provide guidelines by which this MOU shall be governed. Any amendments to this APL Letter shall automatically be incorporated by reference into this MOU.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the Parties hereto agree as follows:

1. TERM

MOU is made and entered on this day, July 3, 2018, by and between the Mono County Behavioral Health Services contracted with the State of California as the Mental Health Plan and California Health and Wellness in order to implement certain provisions of Title 9 of the California Code of Regulation, Chapter 11 (Medi-Cal Specialty Services). This MOU may be terminated by either party by giving at least 10-days written notice to the other party.

2. TERMINATION

A. Non-Allocation of Funds. The terms of this MOU, and the services to be provided thereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this MOU terminated at any time by giving CHWP sixty (60) days advance written notice.

B. Without Cause. Under circumstances other than those set forth above, this MOU may be terminated by CHWP or COUNTY or Director of COUNTY's Department of Behavioral Health, or designee, upon the giving of sixty (60) days advance written notice of an intention to terminate.

3. COMPENSATION

The program responsibilities conducted pursuant to the terms and conditions of this MOU shall be performed without the payment of any monetary consideration by CHWP or COUNTY, one to the other.

4. INDEPENDENT CONTRACTOR

In performance of the work, duties and obligations assumed by CHWP under this MOU, it is mutually understood and agreed that CHWP, including any and all of CHWP's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which CHWP shall perform its work and function. However, COUNTY shall retain the right to administer this MOU so as to verify that CHWP is performing its obligations in accordance with the terms and conditions thereof. CHWP and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters which are directly or indirectly the subject of this MOU.

Because of its status as an independent contractor, CHWP shall have absolutely no right to employment rights and benefits available to COUNTY employees. CHWP shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CHWP shall be solely responsible and save COUNTY harmless from all matters relating to payment of CHWP's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this MOU, CHWP may be providing services to others unrelated to the COUNTY or to this MOU.

5. HOLD-HARMLESS

Each of the Parties hereto shall be solely liable for negligent or wrongful acts or omissions of its officers, agents and employees occurring in the performance of this MOU, and if either Party becomes liable for damages caused by its officers, agents or employees, it shall pay such damages without contribution by the other Party. Each Party hereto agrees to indemnify, defend (if requested by

the other Party) and save harmless the other Party, its officers, agents and employees from any and all costs and expenses, including attorney fees and court costs, claims, losses, damages and liabilities proximately caused by the Party, including its officers, agents and employees, solely negligent or wrongful acts or omissions. In addition, either Party agrees to indemnify the other Party for Federal, State and/or local audit exceptions resulting from noncompliance herein on the part of the other Party.

6. DISCLOSURE OF SELF-DEALING TRANSACTIONS

Members of CHWP Board of Directors shall disclose any self-dealing transactions that they are a party to CHWP while CHWP is providing goods or performing services under this MOU. A self-dealing transaction shall mean a transaction to which CHWP is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions to which they are a party.

7. CONFIDENTIALITY

All responsibilities performed by the Parties under this MOU shall be in strict conformance with all applicable Federal, State and/or local laws and regulations relating to confidentiality.

8. NON-DISCRIMINATION

During the performance of this MOU, CHWP shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, sexual orientation, marital status, age, or gender, pursuant to all applicable State and Federal statutes and regulations.

9. AUDITS AND INSEPCIONS

Each Party shall, at any time upon reasonable notice during business hours, and as often as may be deemed reasonably necessary, make available for examination by the other Party, State, local, or federal authorities all of its records and data with respect to the matters covered by this MOU as may be required under State or federal law or regulation or a Party's contract with a State agency.

10. NOTICES

The persons having authority to give and receive notices under this MOU and their addresses include the following:

<u>CHWP:</u>	<u>COUNTY:</u>
<u>California Health and Wellness Plan</u>	<u>COUNTY OF Mono – Robin K. Roberts, Director</u>
<u>1740 Creekside Oaks Drive, Suite 200</u>	<u>452 Old Mammoth Rd., 3rd floor-P.O. Box 2619</u>
<u>Sacramento, CA 95833</u>	<u>Mammoth Lakes, CA 93546</u>

or to such other address as such Party may designate in writing.

Any and all notices between COUNTY and CHWP provided for or permitted under this MOU or by law, shall be in writing and shall be deemed duly served when personally delivered to one of the Parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such Party.

11. GOVERNING LAW

The Parties agree that for the purposes of venue, performance under this MOU is to be in Mono County, California.

The rights and obligations of the Parties and all interpretation and performance of this MOU shall be governed in all respects by the provisions of California Department of Health Care Services' official policy letters and the laws and regulations of the State of California.

12. ENTIRE AGREEMENT

This MOU including all Exhibits and Attachments set forth below constitutes the entire agreement between CHWP and COUNTY with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this MOU.

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION
THAT MAY BE ENFORCED BY THE PARTIES.**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth beneath their respective signatures.

California Health and Wellness Plan	County of Mono
Signature: _____	Signature:  _____
Print Name: Abbie Totten	Print Name: Robin K. Roberts, MFT
Title: VP, Govt. Programs, Policy & Strategic Initiatives	Title: Director
Date: _____	Date: July 23, 2018
ECM #: _____	Tax Identification Number: 95-6005661

Signature:  _____
Print Name: Bob Gardner
Title: Board Chair, Mono County Board of Supervisors
Date: 7/10/18
Tax Identification Number: 95-6005661

Included in Agreement	Attachment/Exhibit
X	Attachment A: Matrix of Parties' Responsibilities
X	Attachment B: DHCS All Plan Letter 17-018 (Medi-Cal Managed Care Plan Responsibilities for Outpatient Mental Health Services)
X	Attachment C: SUD MOU Addendum
X	Attachment D: APL 17-010 (Non-Emergency Medical and Non-Medical Transportation Services)

**ATTACHMENT A
TO
MEMORANDUM OF UNDERSTANDING
MATRIX OF PARTIES' RESPONSIBILITIES**

CATEGORY	MENTAL HEALTH PLAN (MHP)	CHWP
1. Basic Requirements	1. MHP agrees to address policies and procedures with the CHWP that cover: -management of the members care, including – but not limited to the following: -screening assessment and referrals - medical necessity determination -care coordination and -exchange of medical information.	2. CHWP agrees to address policies and procedures with the MHP that cover: -management of the members care, including – but not limited to the following: -screening assessment and referrals - medical necessity determination -care coordination and -exchange of medical information.
2 Mental Health Covered Services	1. MHP is responsible for providing CHWP members with outpatient mental health benefits for members with significant impairment in functions that meet the medical necessity criteria. See Attachment B: DHCS APL 17-018 Medi-Cal Managed Care Plan Responsibilities for Outpatient Mental Health Services 2. Conditions that the <i>Diagnostic and Statistical Manual (DSM)</i> identifies as relational problems (e.g. couples counseling, family counseling for relational problems) are not covered as part of the new benefit by the MHP or by CHWP. 3. All services must be provided in a culturally and linguistically appropriate manner	1. CHWP is obligated to cover and pay for mental health assessments of CHWP members with potential mental health disorders rendered by CHWP's network providers for services that are Plan responsibility. This new requirement is in addition to the existing requirement that PCPs offer mental health services within their scope of practice. 2. CHWP is responsible for providing members with outpatient mental health benefits for members with mild to moderate impairment of mental, emotional, or behavioral functioning resulting from any mental health condition defined by the current <i>Diagnostic and Statistical Manual (DSM)</i> that is also covered according to State regulations and consistent with DHCS APL 17-018 (Attachment B) and any revisions thereto. 3. CHWP will be responsible for providing these services when medically necessary and provided by PCPs or licensed mental health professionals in CHWP's provider network within the scope of their practice. See Attachment B:

CATEGORY	MENTAL HEALTH PLAN (MHP)	CHWP
		<p>Attachment 1, Mental Health Services Description Chart for Medi-Cal Managed Care Members.</p> <p>4. Conditions that the DSM identifies as relational problems (<i>e.g. couples counseling, family counseling for relational problems</i>) are not covered as part of the new benefit by CHWP nor by the MHP.</p> <p>5. All services must be provided in a culturally and linguistically appropriate manner.</p>
3. Oversight Responsibilities	<p>a. MHP’s administrative staff is the liaison that will be responsible for notifying its network providers and relevant staff of their roles and responsibilities in the management of this MOU.</p> <p>b. MHP will have staff participate on an oversight team comprised of representatives from both CHWP and the MHP who will be responsible for program oversight, quality improvement, problem and dispute resolution, and ongoing management of this MOU.</p> <p>c. MHP will also have staff participate on a multidisciplinary clinical team oversight process for clinical operations: screening, assessment, referrals, care management, care coordination, and exchange of medical information. The MHP and CHWP may determine the composition of the multidisciplinary teams.</p> <p>d. The MHP and CHWP oversight teams and multidisciplinary teams may be the same teams.</p> <p>e. MHP liaison will provide CHWP with an updated list of approved MHP providers, specialists and mental health care centers in the county. This information is also available on the MHP’s managed care website.</p>	<p>a. CHWP’s affiliate behavioral health company, Cenpatico Behavioral Health (“Cenpatico”) has direct contracts with mental health professionals (LMHP) network and will be responsible for notifying their LMHPs and relevant staff of their roles and responsibilities.</p> <p>b. CHWP has a Public Programs administrator/liaison that will participate on an oversight team comprised of representatives from both MHP and CHWP who will be responsible for program oversight, quality improvement, problem and dispute resolution as well as management of this MOU.</p> <p>c. CHWP will also have staff participate on a multidisciplinary clinical team oversight process for clinical operations: screening, assessment, referrals, care management, care coordination, and exchange of medical information. CHWP and MHP may determine the composition of the multidisciplinary teams.</p> <p>d. CHWP and the MHP oversight teams and multidisciplinary teams may be the same teams.</p> <p>e. CHWP liaison will provide MHP with an updated list of its LMHPs and specialists.</p>
4 Screening, Assessment and Referral	a. MHP accepts referrals from CHWP staff, providers and	1. CHWP is responsible for the screening, assessment and

CATEGORY	MENTAL HEALTH PLAN (MHP)	CHWP
	<p>members' self-referrals for determination of medical necessity for specialty mental health services. Medical necessity for specialty mental health services is defined at Title 9, CCR, Sections 1820.205*, 1830.205* and 1830.210*.</p> <p>b. If it is determined by CHWP's LMHP that the member may meet specialty mental health services medical necessity criteria, the CHWP LMHP refers the member to the MHP for further assessment and treatment.</p> <p>c. MHP providers will refer CHWP members to their identified PCP for medical and non-specialty mental health conditions that would be responsive to appropriate physical health care.</p>	<p>referrals, including agreed upon screening and assessment tools for use in determining if CHWP or the MHP will provide mental health services.</p> <p>2. CHWP accepts referrals from MHP staff, providers, and members' self-referral for assessment, makes a determination of medical necessity for outpatient services, and provides referrals within CHWP's LMHP network. Medical necessity means reasonable and necessary services to protect life, to prevent significant illness or significant disability, or to alleviate severe pain through the diagnosis or treatment of disease, illness, or injury.</p> <p>When determining the medical necessity of covered services for a Medi-Cal beneficiary under the age of 21, "medical necessity" is expanded to include the standards set forth in Title 22 CCR Sections 51340* and 51340.1*.</p> <p>3. CHWP PCP's will refer CHWP members to a CHWP LMHP for:</p> <ul style="list-style-type: none"> i. An assessment to confirm or arrive at a diagnosis and treatment (except in emergency situations or in cases when the beneficiary clearly has a significant impairment that the member can be referred directly to the MHP). ii. If it is determined by the CHWP LMHP that the member may meet the Specialty Mental Health Services (SMHS) medical necessity criteria, the CHWP LMHP refers the member to the MHP for further assessment and treatment. <p>When a CHWP member's condition improves under SMHS and the CHWP LMHP and MHP</p>

CATEGORY	MENTAL HEALTH PLAN (MHP)	CHWP
		<p>coordinate care, the CHWP member may return to the CHWP LMHP.</p> <p>4. Primary care mental health treatment includes:</p> <ul style="list-style-type: none"> a. Basic education, assessment, counseling and referral and linkage to other services for all CIWP members b. Medication and treatment for <ul style="list-style-type: none"> i. Mental health conditions that would be responsive to physical healthcare-based treatment ii. Mental health disorders due to a general medical condition iii. Medication-induced reactions from medications prescribed by physical health care providers.
5. Care Coordination	<p>1. When medical necessity criteria are met and services are approved by the MHP, the MHP and contracted providers will provide hospital based specialty mental health ancillary services, which include, but are not limited to Electroconvulsive Therapy (ECT) and magnetic resonance imaging (MRI) that are received by an CHWP member admitted to a psychiatric inpatient hospital other than routine services. Per Title 9, CCR, Article 3, Section 1810.350*.</p>	<p>1. CHWP must cover and pay for medically necessary laboratory, radiological, and radioisotope services described in Title 22, CCR, Section 51311*. CHWP will cover related services for Electroconvulsive Therapy (ECT) such as anesthesiologist services provided on an outpatient basis. Per MMCD Policy Letter No. 00-01 REV.</p> <p>2. CHWP will cover and pay for all medically necessary professional services to meet the physical health care needs of the members who are admitted to the psychiatric ward of a general acute care hospital or to a freestanding licensed psychiatric inpatient hospital or Psychiatric Health Facility (PHF). These services include</p>

CATEGORY	MENTAL HEALTH PLAN (MHP)	CHWP
		<p>the initial health history and physical assessment required within 24 hours of admission and any medically necessary physical medicine consultation. Per MMCD Policy Letter No. 00-01 REV.</p> <p>3. CHWP is not required to cover room and board charges or mental health services associated with a CHWP member's admission to a hospital or inpatient psychiatric facility for psychiatric inpatient services. Per MMCD Policy Letter No. 00-01 REV.</p>
5.a. Laboratory, Radiological and Radioisotope Services	<p>1. For any member needing laboratory, radiological, or radioisotope services when necessary for the diagnosis, treatment or monitoring of a mental health condition MHP will utilize the list of CHWP contract providers.</p>	<p>1. CHWP will cover and pay for medically necessary laboratory, radiological and radioisotope services when ordered by the MHP for the diagnosis, treatment or monitoring of a mental health condition (and side effects resulting from medications prescribed to treat the mental health diagnosis) as described in Title 22, CCR Section 51311* and MMCD Policy Letter No. 00-01 REV.</p> <p>2. CHWP will coordinate and assist the MHP in the delivery of laboratory radiological or radioisotope services.</p> <p>3. A list of CHWP contracted providers is available on-line.</p> <p>4. CHWP will provide the process for obtaining timely authorization and delivery of prescribed drugs and laboratory services.</p>
5.b. Home Health Agency Services	<p>1. MHP shall cover and pay for medication support services, case management, crisis intervention services, or any other specialty mental health services as provided under Section 1810.247*, which are prescribed by a psychiatrist and are provided to a CHWP member who is homebound. MHP will collaborate with CHWP on any specialty mental health services being provided to an CHWP member.</p>	<p>1. CHWP will cover and pay for prior authorized home health agency services as described in Title 22, CCR, Section 51337* prescribed by a CHWP provider when medically necessary to meet the needs of homebound CHWP members. CHWP is not obligated to provide home health agency services that would not otherwise be authorized by the Medi-Cal program.</p> <p>2. CHWP will refer members who may be at risk of institutional placement to the Home and Community Based Services</p>

CATEGORY	MENTAL HEALTH PLAN (MHP)	CHWP
		(HCBS) Waiver Program if appropriate.
5.c. Pharmaceutical Services and Prescribed Drugs	<ol style="list-style-type: none"> 1. The MHP list of contracted network providers is available on line. 2. MHP providers will prescribe and monitor the effects and side effects of psychotropic medications for CHWP members under their treatment 3. MHP will coordinate with CHWP representatives to ensure that psychotropic drugs prescribed by MHP providers are included in the CHWP formulary and/or available for dispensing by CHWP network pharmacies unless otherwise stipulated by state regulation. 4. MHP will inform MHP providers regarding process and procedure for obtaining prescribed medications for CHWP members 5. MHP providers will utilize CHWP contracted laboratories for laboratory tests needed in connection with administration and management of psychotropic medications. 6. MHP will assist CHWP in the utilization review of psychotropic drugs prescribed by out-of-network psychiatrists. 7. MHP will share with CHWP a list of non-psychiatrist MHP providers contracted to provide mental health services in areas where access to psychiatrists is limited on a quarterly basis. 	<ol style="list-style-type: none"> 1. CHWP will: <ol style="list-style-type: none"> a. Allow MHP credentialed providers access to pharmacy and laboratory services as specialty providers b. A list of participating pharmacies, laboratories, drug formulary, and authorization of procedures are available on line. c. Consider recommendations from MHP for utilization management standards for mental health pharmacy and laboratory services d. Provide the process for obtaining timely authorization and delivery of prescribed drugs and laboratory services to the MHP 2. CHWP will coordinate with MHP to ensure that covered psychotropic drugs prescribed by MHP providers are available through the authorization process or formulary for dispensing by CHWP network pharmacies unless otherwise stipulated by state regulation. <i>(See the Medi-Cal provider manual for Drugs Excluded from CHWP Coverage http://files.medi-cal.ca.gov/pubsdoco/manuals/menu.asp).</i> CHWP will apply utilization review procedures when prescriptions are written by out-of-network psychiatrists for the treatment of psychiatric conditions <ol style="list-style-type: none"> a. Covered psychotropic drugs written by out-of-network psychiatrists will be filled by CHWP network pharmacies b. CHWP will provide members with the same drug accessibility written by out-of-network psychiatrists

CATEGORY	MENTAL HEALTH PLAN (MHP)	CHWP
		<p>as in-network providers</p> <p>c. CHWP will not cover and pay for mental health drugs written by out-of-network physicians who are not psychiatrists unless these prescriptions are written by non-psychiatrists contracted by the MHP to provide mental health services in areas where access to psychiatrists is limited. Per MMCD Policy Letter No. 00-01 REV.</p> <p>3. CHWP PCPs will monitor the effects and side effects of psychotropic medications prescribed for those members whose psychiatric conditions are under their treatment.</p> <p>4. Reimbursement to pharmacies for new psychotropic drugs classified as antipsychotics and approved by the FDA will be made through the MHP whether these drugs are provided by a pharmacy contracting with CHWP or by an MHP pharmacy. Per MMCD Policy Letter No. 00-01 REV.</p>
5.d. Service Authorizations	<p>1. For any member needing prescribed drugs and laboratory services when necessary for the treatment or monitoring of a mental health condition, MHP will utilize the list of CHWP contracted providers found on their website.</p> <p>2. MHP will authorize treatment services by MHP providers who are credentialed and contracted with MHP for services that meet SMHS medical necessity criteria.</p>	<p>1. CHWP will authorize medical assessment and/or treatment services by CHWP LMHPs who are credentialed and contracted with CHWP for covered medically necessary services.</p> <p>2. CHWP will inform PCPs that they may refer members to the MHP for specialty mental health services.</p> <p>3. CHWP contracted providers can be found on the website.</p>
5.e. Nursing and Residential Facility Services	<p>1. MHP will arrange and coordinate payment for nursing facility services, i.e., augmented Board and Care (ABC), Skilled Nursing Facility (SNF), Institution for Mental Disease (IMD), etc., for members who meet medical necessity criteria and who require a special</p>	<p>1. CHWP will arrange and pay for nursing facility services for CIWP members who meet the medical necessity criteria per Title 22, CCR, Section 51335*.</p> <p>2. CHWP will arrange for disenrollment from managed care if the member needs nursing services for a longer</p>

CATEGORY	MENTAL HEALTH PLAN (MHP)	CHWP
	<p>treatment program [Title 22, California Code of Regulations (CCR), Section 51335(k)*]</p> <p>2. MHP's provide medically necessary specialty mental health services, typically visits by psychiatrists and psychologists.</p>	<p>period of time.</p> <p>3. CHWP will pay for all medically necessary DHCS contractually required Medi-Cal covered services until the disenrollment is effective.</p>
5.f. Developmentally Disabled Services	<p>1. MHP will refer members with developmental disabilities to the Local Regional Center for non-medical services such as respite, out-of-home placement, supportive living, etc., if such services are needed.</p> <p>2. MHP has a current list of names, addresses and telephone numbers of local providers, provider organizations, and agencies that is available to an CHWP member when that member has been determined to be ineligible for MHP covered services because the member's diagnosis is not included in CCR, Title 9 1830.205(b)(1)*.</p>	<p>1. CHWP and CHWP providers will refer members with developmental disabilities to the local Regional Center for non-medical services such as respite, out-of-home placement supportive living, etc., if such services are needed.</p> <p>2. CHWP will maintain a current MOU with the Regional Center</p>
6. Exchange of Protected Health Information	<p>1. MHP will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to:</p> <ul style="list-style-type: none"> • HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code Sections 5328-5328.15 • 45 C.F.R. Part 2 • HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i> • CMIA (Ca Civil Code 56 through 56.37) • Title 9, CCR, Section 1810.370(a)(3)* <p>2. MHP will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity.</p> <p>3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PIII will not be disclosed via email.</p> <p>4. MHP will notify the State of verified breaches (as defined by the HITECH Act as posing a</p>	<p>1. CHWP will comply with applicable portions of</p> <ul style="list-style-type: none"> • HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code Sections 5328- 5328.15 • 45 C.F.R. Part 2 • HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i> • CMIA (Ca Civil Code 56 through 56.37) <p>Title 9, CCR, Section 1810.370(a)(3)*</p> <p>2. MHP will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity.</p> <p>3. CHWP will encrypt any data transmitted via email containing confidential data of CHWP members such as PHI and Personal Confidential Information (PCI) or other confidential data to CHWP or anyone else including state agencies.</p> <p>4. CHWP will notify the State</p>

CATEGORY	MENTAL HEALTH PLAN (MHP)	CHWP
	significant risk of financial, reputational or other harm to the client) and corrective actions planned or taken to mitigate the harm involving members within the required timelines.	within their contractual guidelines of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.
7. Reporting and Quality Improvement Requirements	<ol style="list-style-type: none"> 1. MHP in conjunction with CHWP will hold regular meetings to review the referral and care coordination process and to monitor member engagement and utilization. 2. No less than semi-annually, MHP and CHWP will review the referral and care coordination process to improve quality of care; and at least semi-annual reports summarizing quality findings, as determined in collaboration with DHCS. Reports summarizing findings of the review must address the systemic strengths and barriers to effective collaboration between MHP and CHWP. 3. MHP and CHWP will develop reports that track cross-system referrals, beneficiary engagement, and service utilization to be determined in collaboration with DHCS, including, but not limited to, the number of disputes between MHP and CHWP, the dispositions/outcomes of those disputes, the number of grievances related to referrals and network access and dispositions/outcomes of those grievances. Reports shall also address utilization of mental health services by members receiving such services from MHP and CHWP, as well as quality strategies to address duplication of services. 4. Performance measures and quality improvement initiatives to be determined in collaboration with DHCS. 	<ol style="list-style-type: none"> 1. CHWP in conjunction with MHP will hold regular meetings to review the referral and care coordination process and to monitor member engagement and utilization. 2. No less than semi-annually, CHWP and MHP will review the referral and care coordination process to improve quality of care; and at least semi-annual reports summarizing quality findings, as determined in collaboration with DHCS. Reports summarizing findings of the review must address the systemic strengths and barriers to effective collaboration between CHWP and the MHP. 3. CHWP and the MHP will develop reports that track cross-system referrals, beneficiary engagement, and service utilization to be determined in collaboration with DHCS, including, but not limited to, the number of disputes between CHWP and the MHP, the dispositions/outcomes of those disputes, the number of grievances related to referrals and network access and dispositions/outcomes of those grievances. Reports shall also address utilization of mental health services by members receiving such services from CHWP and the MHP, as well as quality strategies to address duplication of services. 4. Performance measures and quality improvement initiatives to be determined in collaboration with DHCS.
8. Dispute Resolution	1. MHP Liaison will participate in an annual review, update and/or renegotiations with CHWP on	1. CHWP liaison will conduct an annual review, update and/or renegotiations of this agreement

CATEGORY	MENTAL HEALTH PLAN (MHP)	CHWP
	<p>this agreement as is mutually agreed.</p> <p>2. When the MHP has a dispute with CHWP that cannot be resolved to the satisfaction of the MHP concerning the obligations of the MHP or CHWP under their respective contracts with the DHCS, State Medi-Cal laws and regulations, or with this MOU as described in Section 1810.370*, the MHP may submit a request for resolution to the Department.</p> <p>3. Either the MHP or CHWP shall submit a request for resolution to either Departments within 15 calendar days of the completion of the dispute resolution process between the Parties. The request for resolution shall contain the following information:</p> <p>(a) A summary of the issue and a statement of the desired remedy, including any disputed services that have been or are expected to be delivered to the beneficiary and the expected rate of payment for each type of service.</p> <p>(b) History of attempts to resolve the issue.</p> <p>(c) Justification for the desired remedy.</p> <p>(d) Documentation regarding the issue.</p> <p>(e) Upon receipt of a request for resolution, the department receiving the request will notify the department and the other Party within seven calendar days. The notice to the other Party shall include a copy of the request and will ask for a statement of the Party's position on the dispute, any relevant documentation supporting its position, and any dispute of the rate of payment for services included by the other Party in its request.</p> <p>(f) The other Party shall submit the requested documentation within 21 calendar days from notification of the Party from whom documentation is being requested by the Party that</p>	<p>with the MHP, as is mutually agreed.</p> <p>2. When CHWP has a dispute with the MHP that cannot be resolved to the satisfaction of CHWP concerning the obligations of the MHP or CHWP under their respective contracts with the DHCS, State Medi-Cal laws and regulations, or with this MOU as described in Section 1810.370*, CHWP may submit a request for resolution to the Department.</p> <p>3. Either the MHP or CHWP shall submit a request for resolution to either Departments within 15 calendar days of the completion of the dispute resolution process between the Parties. The request for resolution shall contain the following information:</p> <p>(a) A summary of the issue and a statement of the desired remedy, including any disputed services that have been or are expected to be delivered to the beneficiary and the expected rate of payment for each type of service.</p> <p>(b) History of attempts to resolve the issue.</p> <p>(c) Justification for the desired remedy.</p> <p>(d) Documentation regarding the issue.</p> <p>(e) Upon receipt of a request for resolution, the department receiving the request will notify the other department and the other Party within seven calendar days. The notice to the other Party shall include a copy of the request and will ask for a statement of the Party's position on the dispute, any relevant documentation supporting its position, and any dispute of the rate of payment for services included by the other Party in its request.</p> <p>(f) The other Party shall submit the requested documentation within 21 calendar days from notification of the Party from whom documentation is being requested by the Party that</p>

CATEGORY	MENTAL HEALTH PLAN (MHP)	CHWP
	received the initial request for resolution or the departments shall decide the dispute based solely on the documentation filed by the initiating Party.	received the initial request for resolution or the departments shall decide the dispute based solely on the documentation filed by the initiating Party.
8.a. Departments' Responsibility for Review of Disputes	<ol style="list-style-type: none"> 1. The two departments shall each designate at least one and no more than two individuals to review the dispute and make a joint recommendation to directors of the departments or their designees. 2. The recommendation shall be based on a review of the submitted documentation in relation to the statutory, regulatory and contractual obligations of the MHP and CHWP. 3. The individuals reviewing the dispute may, at their discretion, allow representatives of both the MHP and CHWP an opportunity to present oral argument. 	<ol style="list-style-type: none"> 1. The two departments shall each designate at least one and no more than two individuals to review the dispute and make a joint recommendation to directors of the departments or their designees. 2. The recommendation shall be based on a review of the submitted documentation in relation to the statutory, regulatory and contractual obligations of the MHP and CHWP. 3. The individuals reviewing the dispute may, at their discretion, allow representatives of both the MHP and CHWP an opportunity to present oral argument.
8.b. Provision of Medically Necessary Services Pending Resolution of Dispute	<ol style="list-style-type: none"> 1. A dispute between an MHP and CHWP shall not delay medically necessary specialty mental health services, physical health care services, or related prescription drugs and laboratory, radiological, or radioisotope services to beneficiaries. Until the dispute is resolved, the following shall apply: <ol style="list-style-type: none"> (a) The Parties may agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided; or (b) When the dispute concerns the MHP's contention that CHWP is required to deliver physical health care based treatment of a mental illness, or to deliver prescription drugs or laboratory, radiological, or radioisotope services required to diagnose or treat the mental illness, the MHP shall be responsible for providing or arranging and paying for those services to the beneficiary until the dispute is resolved. 	<ol style="list-style-type: none"> 1. A dispute between an MHP and CHWP shall not delay medically necessary specialty mental health services, physical health care services, or related prescription drugs and laboratory, radiological, or radioisotope services to beneficiaries. Until the dispute is resolved, the following shall apply: <ol style="list-style-type: none"> (a) The Parties may agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided; or (b) When the dispute concerns CHWP's contention that the MHP is required to deliver specialty mental health services to a beneficiary either because the beneficiary's condition would not be responsive to physical health care based treatment or because the MHP has incorrectly determined the beneficiary's diagnosis to be a diagnosis not covered by the MHP, CHWP shall manage the care of the beneficiary under the terms of its

CATEGORY	MENTAL HEALTH PLAN (MHP)	CHWP
		<p>contract with the State until the dispute is resolved. The MHP shall identify and provide CHWP with the name and telephone number of a psychiatrist or other qualified licensed mental health professional available to provide clinical consultation, including consultation on medications to the CHWP provider responsible for the beneficiary's care.</p>
<p>9. Emergency and After-Hours</p>	<ol style="list-style-type: none"> 1. MHP will have a toll free 24 hours a day, seven days a week line available to assist members and providers after hours as well as to coordinate urgent and emergent services with Emergency Room personnel during a crisis. 2. MHP shall cover and pay for the professional services of a mental health specialist provided in an emergency room to an CHWP member whose condition meets MHP medical necessity criteria or when mental health specialist services are required to assess whether MHP medical necessity is met. Per MMCD Policy Letter No. 00-01 REV. 3. The MHP is responsible for the facility charges resulting from the emergency services and care of an CHWP member whose condition meets MHP medical necessity criteria when such services and care do result in the admission for the member for psychiatric inpatient hospital services at the same facility. The facility charge is not paid separately, but is included in the per diem rate for the inpatient stay. Per MMCD Policy Letter No. 00-01 REV. 4. The MHP is responsible for facility charges directly related to the professional services of a mental health specialist provided in the emergency room when these services do not result in an 	<ol style="list-style-type: none"> 1. All CHWP members have access to quality, comprehensive behavioral health care first response services twenty-four (24) hours a day, seven (7) days a week by CHWP providers. CHWP 's network LMHPs have agreed to provide availability for emergency services twenty four (24) hours a day, seven (7) days a week and to arrange for coverage by another provider, in the event of provider's illness, vacation or other absence from his or her practice. <p>As part of the coverage, LMHPs will coordinate urgent and emergent services with the County Mental Health Program or emergency room personnel during a crisis.</p> <p>In general, the LMHP must be available to CHWP members twenty-four (24) hours a day, seven (7) days a week by telephone or have an arrangement with an on-call provider to cover when s/he is not available.</p> 2. CHWP shall cover and pay for all professional services, except the professional services of a mental health specialist when required for the emergency services and care of a member whose condition meets MHP medical necessity criteria. 3. CHWP shall cover and pay for the facility charges resulting from the emergency services

CATEGORY	MENTAL HEALTH PLAN (MHP)	CHWP
	admission of the member for psychiatric inpatient hospital services at that facility or any other facility. Per MMCD Policy Letter No 00-01 REV.	and care of an CHWP member whose condition meets MHP medical necessity criteria when such services and care do not result in the admission of the member for psychiatric inpatient hospital services or when such services result in an admission of the member for psychiatric inpatient hospital services at a different facility. 4. CHWP shall cover and pay for the facility charges and the medical professional services required for the emergency services and care of a CHWP member with an excluded diagnosis or a CHWP member whose condition does not meet MHP medical necessity criteria and such services and care do not result in the admission of the member for psychiatric inpatient hospital services. 5. Payment for the professional services of a mental health specialist required for the emergency services and care of a CHWP member with an excluded diagnosis is the responsibility of CHWP.
10. Member and Provider Education	MHP and CHWP, will coordinate and determine the training requirements for member and provider access to MHP and CHWP covered mental health services.	CHWP and the MHP, if necessary, will coordinate and determine the training requirements for member and provider access to MHP and CHWP covered mental health services.
11. Grievances and Appeals	<ol style="list-style-type: none"> 1. MHP will share with CHWP the established process for members and providers to register grievances/complaints regarding any aspect of the mental health care services. 2. MHP will ensure that the CHWP members and providers are given an opportunity for reconsideration and appeal for denied, modified or delayed services. 3. MHP will ensure that the CHWP members receive specialty mental health services and prescription drugs while the dispute is being resolved. 	<ol style="list-style-type: none"> 1. CHWP has in place a written process for the submittal, processing and resolution of all member and provider grievances and complaints which is inclusive of any aspect of the health care services or provision of services. 2. CHWP liaison will coordinate and share the established complaint and grievance process for its CHWP MHP members with the MHP. 3. CHWP will ensure that members and providers are given an opportunity for reconsideration and an appeal for denied, modified or delayed services 4. CHWP will ensure that

CATEGORY	MENTAL HEALTH PLAN (MHP)	CHWP
		medically necessary services continue to be provided to members while the dispute is being resolved.
12. Emergency and Non-Emergency Medical Transportation	1. Medical transportation services as described in Title 22, Section 51323 are not the responsibility of the MHP except when the purpose of the medical transportation service is to transport a beneficiary from a psychiatric inpatient hospital to another psychiatric inpatient hospital or another type of 24 hour care facility because the services in the facility to which the beneficiary is being transported will result in lower costs to the MHP.	<p>1. CHWP will arrange and pay for transportation of members needing medical transportation from:</p> <ul style="list-style-type: none"> a. The emergency room for medical evaluation. b. A psychiatric inpatient hospital to a medical inpatient hospital required to address the member's change in medical condition c. A medical inpatient hospital to a psychiatric inpatient hospital required to address the member's change in psychiatric condition <p>2. CHWP will cover and pay for all medically necessary emergency transportation (per CCR Title 22, 51323*). Ambulance services are covered when the member's medical condition contraindicates the use of other forms of medical transportation.</p> <p>3. Emergency medical transportation is covered, without prior authorization, to the nearest facility capable of meeting the medical needs of the patient as per CCR Title 22, 51323*.</p> <p>4. Ambulance, litter van and wheelchair van medical transportation services are covered when the beneficiary's medical and physical condition is such that transport by ordinary means of public or private conveyance is medically contraindicated, and transportation is required for the purpose of obtaining needed medical care. Ambulance services are covered when the patient's medical condition contraindicates the use of other forms of medical transportation</p> <p>5. CHWP will cover all nonemergency medical</p>

CATEGORY	MENTAL HEALTH PLAN (MHP)	CHWP
		<p>transportation, necessary to obtain program covered services</p> <ol style="list-style-type: none"> a. When the service needed is of such an urgent nature that written authorization could not have been reasonably submitted beforehand, the medical transportation provider may request prior authorization by telephone. Such telephone authorization shall be valid only if confirmed by a written request for authorization. b. Transportation shall be authorized only to the nearest facility capable of meeting the patient's medical needs. <ol style="list-style-type: none"> 6. CHWP will cover and pay for medically necessary non-emergency medical transportation services when prescribed for a CHWP member by the MHP when authorization is obtained. 7. CHWP will maintain a policy of non-discrimination regarding members with mental disorders who require access to any other transportation services provided by CHWP. 8. CHWP shall/will provide Non-Medical Transport (NMT) for all Medi-Cal services including services not covered by the Plan contract. These services include but are not limited to; Specialty Mental Health, Substance Use Disorder, dental and any other benefits delivered through the Medi-Cal delivery system. 9. NMT does not include transportation of the sick, injured, invalid, convalescent, infirm or otherwise incapacitated members who need to be transported by ambulance, litter vans, or wheelchair vans licensed, operated and equipped in accordance with the State and

CATEGORY	MENTAL HEALTH PLAN (MHP)	CHWP
		<p>Local statutes, ordinance, or regulations. Physicians may authorize NMT for members if they are currently using a wheelchair but the limitation is such that the member is able to ambulate without assistance from the driver. The NMT requested must be the least costly method of transportation that meets the member's needs.</p> <p>10. CHWP shall authorize NMT for each member prior to the member utilizing the services. The member's needs for NMT or NEMT services do not relieve CalViva from complying with their timely access standards obligation.</p>
13. Consultation	<ol style="list-style-type: none"> 1. MHP encourages the use of the consultation by MHP providers with CHWP PCP providers around specialty mental health issues including consultation around medication issues, in accordance with HIPAA federal and state regulations regarding confidentiality. Per HIPPA Privacy Rule 45 C.F.R. Part 164. 2. For those CHWP members who are included in MHP services, MHP will provide clinical consultation and training to the CHWP PCPs, other Licensed Mental Health Professionals and/or CHWP staff on the following topics <ol style="list-style-type: none"> a. Recommended physical healthcare-based treatment for diagnosed conditions b. Complex diagnostic assessment of mental disorders (e.g., multiple co-occurring diagnosis, atypical symptom patterns) c. Treatment of stabilized but serious and debilitating mental disorders d. Complex psychotropic medications practices (medication interactions, 	<ol style="list-style-type: none"> 1. PCP providers will be available to consult with MHP and MHP providers about CHWP members that they both treat, in accordance with HIPAA federal and state regulations regarding confidentiality. Per HIPPA Privacy Rule 45 C.F.R. Part 164. 2. For those CHWP members who meet MIIP medical necessity criteria and whose psychiatric symptoms will be treated by an MHP provider, CHWP and/or PCP will provide consultation to MHP providers and/or MHP staff on the following topics: <ol style="list-style-type: none"> a. Acquiring access to covered CHWP medical services b. Treatment of physical symptoms precipitated by medications used to treat mental disorders c. Treatment of complicated sub-syndrome medical symptoms d. Complex medication interactions with medications prescribed by PCP not commonly used in psychiatric specialty practice.

CATEGORY	MENTAL HEALTH PLAN (MHP)	CHWP
	<p data-bbox="748 317 959 394">polypharmacy, use of novel psychotropic medication)</p> <p data-bbox="708 394 954 499">e. Treatment of complicated sub-syndrome psychiatric symptoms</p> <p data-bbox="708 499 959 653">f. Treatment of psychiatric symptoms precipitated by medications used to treat medical conditions</p> <p data-bbox="708 653 976 787">g. Treatment of outpatient mental health services that are within the CHWP PCP's scope of practice.</p>	

California Health and Wellness Plan

Date

County

Date

**ATTACHMENT B
TO
MEMORANDUM OF UNDERSTANDING
DHCS ALL PLAN LETTER 17-018**

Medi-Cal Managed Care Plan Responsibilities For Outpatient Mental Health Services



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE February 8, 2022

Departments: District Attorney

TIME REQUIRED

SUBJECT Approval of Victim Witness
Resolution 2021-2022

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Resolution approving and authorizing the Mono County District Attorney to participate in and administer the Victim/Witness Assistance Program which is part of the District Attorney's Victim/Witness Program.

RECOMMENDED ACTION:

Approve proposed resolution authorizing the acceptance of Victim/Witness Assistance Program grant funds and authorizing the Mono County District Attorney to sign the grant application for the program.

FISCAL IMPACT:

Revenues in the amount of \$267,509 to the District Attorney's Victim/Witness Program budget.

CONTACT NAME: Elizabeth Pelichowski

PHONE/EMAIL: 760-932-5550 / epelichowski@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff report for 21-22 Victim Witness grant
<input type="checkbox"/> Board resolution for 21-22 Victim Witness Grant
<input type="checkbox"/> Notification of Application Approval

History

Time

Who

Approval

2/3/2022 3:53 AM	County Counsel	Yes
1/25/2022 4:43 PM	Finance	Yes
2/3/2022 4:26 PM	County Administrative Office	Yes

County of Mono Office of the District Attorney

www.monocountydistrictattorney.org

Bridgeport Office:
Main St. Court House, P.O. Box 617
Bridgeport, CA. 93517
Tel:(760)932-5550 fax: (760)932-5551



Mammoth Office:
1290 Tavern Road, P.O. Box 2053
Mammoth Lakes, CA. 93546
Tel:(760)924-1710 fax: (760)924-1711

Tim Kendall - District Attorney

TO: Honorable Board of Supervisors
FROM: Tim Kendall, District Attorney
DATE: January 11, 2022

Subject

Resolution approving and authorizing the Mono County District Attorney to participate in and administer the Victim/Witness Assistance Program which is part of the District Attorney's Victim/Witness Program.

Recommendation

Sign a Resolution approving the acceptance of the Victim/Witness Assistance Program grant funds and authorize the Mono County District Attorney to sign and administer the grant program.

Discussion

For the past 30 years, the Mono County District Attorney has applied for and been awarded grant funds through the California Office of Emergency Services, Victim/Witness Grant Program. The 2021-2022 award amount is for \$267,509.00 and was awarded in October 2021. The funds are used to operate the mandated Victim/Witness Program within the Office of the District Attorney. This program supplies and supports victims of crime by providing constitutionally mandated services that assure that victims of crime can participate and have a voice in the criminal justice process.

Fiscal Impact

Revenues in the amount of \$267,509 to the District Attorney's Victim/Witness Program budget.



R22-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE MONO COUNTY DISTRICT ATTORNEY'S OFFICE TO
PARTICIPATE IN THE VICTIM/WITNESS GRANT PROGRAM AND AUTHORIZE
THE DISTRICT ATTORNEY TO SIGN THE GRANT APPLICATION AND
ADMINISTER THE GRANT**

WHEREAS, the Mono County District Attorney desires to participate in the Victim/Witness Grant supported by federal grant funds and administered by the Office of Emergency Services (hereafter referred to as OES).

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that: the Mono County District Attorney is authorized on behalf of the Board of Supervisors to submit the grant proposal for this funding and sign the Grant Application submitted to OES, including any amendments thereof.

BE IT FURTHER RESOLVED that federal grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED that the county agrees to abide by the statutes and regulations governing the Victim/Witness Program as well as the terms and conditions of the Grant as set forth by the OES.

PASSED, APPROVED and ADOPTED this 8th day of February 2022, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Bob Gardner, Chair
Mono County Board of Supervisors

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ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



November 5, 2021

Tim Kendall, District Attorney
Mono County
P.O. Box 2053
Mammoth Lakes, CA 93546-2053

Subject: NOTIFICATION OF APPLICATION APPROVAL
Victim/Witness Assistance Program
Subaward #: VW21 31 0260, Cal OES ID: 051-00000

Dear Mr. Kendall:

Congratulations! The California Governor's Office of Emergency Services (Cal OES) has approved your application in the amount of \$267,509, subject to Budget approval. A copy of your approved subaward is enclosed for your records.

Cal OES will make every effort to process payment requests within 45 days of receipt.

This subaward is subject to the Cal OES Subrecipient Handbook. You are encouraged to read and familiarize yourself with the Cal OES Subrecipient Handbook, which can be viewed on Cal OES website at www.caloes.ca.gov.

Any funds received in excess of current needs, approved amounts, or those found owed as a result of a close-out or audit, must be refunded to the State within 30 days upon receipt of an invoice from Cal OES.

Should you have questions on your subaward please contact your Program Specialist.

VSPS Grants Processing

Enclosure

c: Subrecipient's file



SPECIAL CONDITION

Grant Subaward No. VW21 31 0260 is hereby approved with the following condition:

- The 2019 VOCA Funds in the amount of \$125,000 must be expended by 7/31/22 and the **final** 2-201 must be received by Cal OES by 08/31/22.

Failure to comply with these requirements may result in the withholding and disallowance of grant payments, the reduction or termination of the Grant Subaward and/or the denial of future grant funds.

Cal OES #	051-00000-16	FIPS #	051-00000	VS#		Subaward #	VW21 31 0260
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**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
GRANT SUBAWARD FACE SHEET**

HG

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

- 1. **Subrecipient:** Mono County 1a. DUNS#: 086128832 ✓
- 2. **Implementing Agency:** Mono County District Attorney 2a. DUNS#: 086128832
- 3. **Implementing Agency Address:** 1290 Tavern Road P.O. Box 2053 Mammoth Lakes 93546-2053
(Street) (City) (Zip+4)
- 4. **Location of Project:** Mammoth Lakes Mono 93546-2053
(City) (County) (Zip+4)
- 5. **Disaster/Program Title:** ✓ - Victim/Witness Assistance Program M.R. **6. Performance Period:** 10/1/2021 to 9/30/2022
(Start Date) (End Date)
- 7. **Indirect Cost Rate:** 10% de minimis **Federally Approved ICR (if applicable):** _____ %

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2019	VOCA		\$125,000					\$125,000
9.	2020	VOCA		\$34,638					\$34,638
10.	2021	VWA0	\$17,322						\$17,322
11.	2021	VCGF	\$90,549						\$90,549
12.	Select	Select							
Total	Project	Cost	\$107,871	\$159,638	\$267,509				\$267,509

13. Certification - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. CA Public Records Act - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. Official Authorized to Sign for Subrecipient:

Name: Tim Kendall Title: District Attorney
 Payment Mailing Address: P.O. Box 2053 City: Mammoth Lakes Zip Code+4: 93546-2053
 Signature:  Date: Sep 13, 2021
Tim Kendall (Sep 13, 2021 12:13 PDT)

16. Federal Employer ID Number: 956005661

(FOR Cal OES USE ONLY)

I hereby certify that I am authorized to sign this document on behalf of the subrecipient and that budgeted funds are available for the period and purposes of this expenditure stated above.

Discussed by Mary Rucker 11/4/2021
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 (Cal OES Fiscal Officer) (Date)

Discussed by Heather Carlson 11/4/2021
78A862C9E5E0440
 (Cal OES Director of Designee) (Date)

ENY: 2021-22 Chapter: 21 SL: 18409
 Item: 0690-102-0890 Pgm: 0385
 FAIN #: 2019-V2-GX-0053 10/01/18-09/30/22
 Fund: Federal Trust AL#: 16.575
 Program: Victim/Witness Assistance Program
 Match Req.: 20%, C/IK based on TPC - Match Waived
 Project ID: OES19VOCA000012
 SC: 2021-18409 Amount: \$125,000

ENY: 2021-22 Chapter: 21 SL: 14300
 Item: 0690-101-0903 Pgm: 0385
 Fund: State Penalty Fund
 Program: Victim/Witness Assistance Program
 Match Req.: None
 Project ID: OES21VWA0000000
 SC: 2021-14300 Amount: \$17,322

ENY: 2021-22 Chapter: 21 SL: 18400
 Item: 0690-102-0890 Pgm: 0385
 FAIN #: 2020-V2 -GX-0031 10/01/19-09/30/23
 Fund: Federal Trust AL#: 16.575
 Program: Victim/Witness Assistance Program
 Match Req.: 20%, C/IK based on TPC-Match Waived
 Project ID: OES20VOCA000012
 SC: 2021-18400 Amount: \$34,638

ENY: 2021-22 Chapter: 21 SL: 14019
 Item: 0690-105-0001 Pgm: 0385
 Fund: General Fund
 Program: Victim/Witness Assistance Program
 Match Req.: None
 Project ID: OES21VCGFSUPP00
 SC: 2021-14019 Amount: \$90,549

DS


RECEIVED
 By Susan Grace at 1:42 pm, Sep 13, 2021

ML# 737770



**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUPPLEMENTAL GRANT SUBAWARD INFORMATION**

1. Cal OES Contact Information Section:

Governor's Office of Emergency Services
Mark S. Ghilarducci, Director
3650 Schriever Avenue
Mather, CA 95655
(916) 845-8506 (phone)

2. Federal Awarding Agency Section:

Fund Year	Federal Program Fund / AL#	Federal Awarding Agency	Total Federal Award Amount	Total Local Assistance Amount
2019	Victims of Crime Act (VOCA) / 16.575	Office for Victims of Crime	\$266,680,824	\$256,013,591
2020	Victims of Crime Act (VOCA) / 16.575	Office for Victims of Crime	\$195,905,619	\$188,069,394
Choose an item.	Choose an item.	Choose an item.	\$	\$
Choose an item.	Choose an item.	Choose an item.	\$	\$
Choose an item.	Choose an item.	Choose an item.	\$	\$

3. Project Description Section:

- Project Acronym (Please choose from drop down):
Victim/Witness Assistance Program (VW)
- Project Description (Please type the Project Description):

The purpose of the VW Program is to maintain Victim Witness Assistance Centers (Centers), in each of California's 58 counties, to provide comprehensive services to victims and witnesses of all types of violent crime, pursuant to California Penal Code §13835.

4. Research & Development Section:

- Is this Subaward a Research & Development grant?
Yes No



Grant Subaward Contact Information

Grant Subaward #: VW21 31 0260

Subrecipient: Mono County

1. **Grant Subaward Director:**

Name: Tim Kendall Title: District Attorney

Telephone #: 760-924-1710 Email Address: tkendall@mono.ca.gov

Address/City/ Zip Code (9-digit): 1290 Tavern Rd, PO Box 2053, Mammoth Lakes, CA 93546-2053 TE

2. **Financial Officer:**

Name: Janet Dutcher Title: Finance Director

Telephone #: 760-932-5494 Email Address: jdutcher@mono.ca.gov

Address/City/ Zip Code (9-digit): 25 Bryant Street, PO Box 556, Bridgeport, CA 93517-0556 TE

3. **Programmatic Point of Contact:**

Name: Sarah Gillespie Title: Victim/Witness Coordinator

Telephone #: 760-924-1710 Email Address: sgillespie@mono.ca.gov

Address/City/ Zip Code (9-digit): 1290 Tavern Road, PO Box 2053, Mammoth Lakes, CA 93546 -2053 TE

4. **Financial Point of Contact:**

Name: ~~Vocant~~ Sarah Gillespie Title: Victim/Witness Coordinator TE

Telephone #: 760-924-1710 Email Address: sgillespie@mono.ca.gov TE

Address/City/ Zip Code (9-digit): 2390 Tavern Rd PO Box 2053, Mammoth Lakes, CA 93546-2053 TE

5. **Executive Director** of a Non-Governmental Organization or the **Chief Executive Officer** (i.e., chief of police, superintendent of schools) of the implementing agency:

Name: Tim Kendall Title: District Attorney

Telephone #: 760-924-1710 Email Address: tkendall@mono.ca.gov

Address/City/ Zip Code (9-digit): 1290 Tavern Rd, PO Box 2053, Mammoth Lakes, CA 93546-2053 TE

6. **Official Designee**, as stated in Section 15 of the Grant Subaward Face Sheet:

Name: Tim Kendall Title: District Attorney

Telephone #: 760-924-1710 Email Address: tkendall@mono.ca.gov

Address/City/ Zip Code (9-digit): 1290 Tavern Rd, PO Box 2053, Mammoth Lakes, CA 93546-2053 TE

7. **Chair** of the **Governing Body** of the Subrecipient:

Name: Jennifer Kreitz Title: Chairperson, Board of Supervisors

Telephone #: 760-924-1806 Email Address: jkreitz@mono.ca.gov

Address/City/ Zip Code (9-digit): PO Box 8098, Mammoth Lakes, CA 93546 -8098 TE



Grant Subaward Signature Authorization

Grant Subaward #: VW21 31 0260

Subrecipient: Mono County

Implementing Agency: Mono County District Attorney's Office

The **Grant Subaward Director** and **Financial Officer** are **REQUIRED** to sign this form.

Grant Subaward Director:

Printed Name: Tim Kendall

Signature: 
Tim Kendall (Jun 18, 2021 07:31 PDT)

Date: Jun 18, 2021

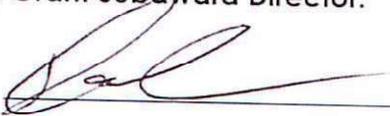
Financial Officer:

Printed Name: Janet Dutcher

Signature: 

Date: Jun 23, 2021

The following persons are authorized to sign for the **Grant Subaward Director**:

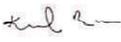
Signature: 

Printed Name: David Anderson

Signature: _____

Printed Name: _____

The following persons are authorized to sign for the **Financial Officer**:

Signature: 

Printed Name: Kim Bunn

Signature: _____

Printed Name: _____



Grant Subaward Certification of Assurance of Compliance
Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program

Grant Subaward #: VW21-31-0260

Subrecipient: Mono County

I, Tim Kendall (Official Designee; same person as Section 15 of the Grant Subaward Face Sheet) hereby certify that the above Subrecipient is responsible for reviewing the Subrecipient Handbook (SRH) and adhering to all of the Grant Subaward requirements (state and/or federal) as directed by Cal OES including, but not limited to, the following areas:

I. Federal Grant Funds – SRH Sections 14.005

Subrecipients expending \$750,000 or more in federal grant funds annually are required to secure a single audit pursuant to Office of Management & Budget (OMB) Uniform Guidance 2 Code of Federal Regulations (CFR) Part 200, Subpart F and are allowed to allocate federal funds for the audit costs.

- Subrecipient expends \$750,000 or more in federal funds annually.
- Subrecipient does not expend \$750,000 or more in federal funds annually

II. Equal Employment Opportunity – SRH Section 2.025

It is the public policy of the State of California to promote equal employment opportunity (EEO) by prohibiting discrimination or harassment in employment because of race, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, age, sexual orientation, veteran and/or military status, protected medical leaves (requested or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by state or federal law.

Subrecipients certify that they will comply with all state and federal requirements regarding EEO, nondiscrimination, and civil rights.

EEO Officer: Bob Lawton

Title: County Administrative Officer

Address: P.O. Box 696, Bridgeport, CA 9351

Telephone Number: 760-932-5410

Email Address: rlawton@mono.ca.gov

III. Drug-Free Workplace Act of 1990 – SRH Section 2.030

The State of California requires that every person or organization receiving a Grant Subaward or contract shall certify it will provide a drug-free workplace.

IV. California Environmental Quality Act (CEQA) – SRH Section 2.035

The California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000 et seq.) requires all Cal OES-funded Subrecipients to certify compliance with CEQA. Subrecipients must certify they have completed, and will maintain on file, the appropriate CEQA compliance documentation.

V. Lobbying – SRH Sections 2.040 and 4.105

Grant Subaward funds, property, and funded positions must not be used for any lobbying activities. This includes, but is not limited to, being paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

VI. Debarment and Suspension – SRH Section 2.045

Subrecipients receiving federal funds must certify that they will adhere to Federal Executive Order 12549, Debarment and Suspension. The Subrecipient certifies that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency.

The Subrecipient certifies that it will not make any Second-Tier Subaward, or enter into any contract greater than \$25,000, with parties that are debarred, suspended, or otherwise excluded or ineligible for participation in Federal programs or activities.

VII. Proof of Authority from City Council/Governing Board – SRH Section 1.055

Subrecipients accept responsibility for and must comply with the requirement to obtain a signed resolution from governing body (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a Grant Subaward (and applicable Grant Subaward Amendments) with Cal OES. It is agreed that any liability arising out of the performance of this Grant Subaward, including civil court actions for damages, shall be the responsibility of the Subrecipient. The State of California and Cal OES disclaim responsibility of any such liability. Furthermore, it is also

agreed that Grant Subaward funds received from Cal OES shall not be used to supplant expenditures controlled by the governing board.

Subrecipients are required to obtain written authorization by the governing body (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a Grant Subaward (and applicable Grant Subaward Amendments) with Cal OES. The Applicant is also required to maintain said written authorization on file and make readily available upon demand.

VIII. Civil Rights Compliance – SRH Section 2.020

The Subrecipient complies with all laws that prohibit excluding, denying or discriminating against any person based on actual or perceived race, color, national origin, disability, religion, age, sex, gender identity, and sexual orientation in both the delivery of services and employment practices and does not use federal financial assistance to engage in explicitly religious activities.

IX. Federal Victims of Crime Act (VOCA) Victim Assistance Formula Grant Program Special Conditions

1. Applicability of Part 200 Uniform Requirements

The Subrecipient must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and Subawards ("Subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the Subrecipient must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the Subrecipient must provide access, include performance measurement information, in addition to

the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the Subrecipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The Subrecipient must to comply with the DOJ Grants Financial Guide. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance.

3. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (including reporting requirements and OJP authority to terminate award)

The Subrecipient must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Subrecipients, Subrecipients ("Subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the Subrecipient or of any Subrecipient.

The details of the Subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by Subrecipients and Subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

4. Requirements related to System for Award Management and Universal Identifier Requirements

The Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The Subrecipient also must comply with applicable restrictions on Second-Tier Subawards, including restrictions on subawards to entities that do not acquire and provide (to the Subrecipient) the unique entity

identifier required for SAM registration.

The details of the Subrecipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

5. Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events

The Subrecipient must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6. Compliance with General Appropriations-Law Restrictions on the Use of Federal Funds

The Subrecipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes.

Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2020, are set out at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a Subrecipient would or might fall within the scope of an appropriations-law restriction, the Subrecipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

7. Reporting Potential Fraud, Waste, & Abuse

The Subrecipient must promptly refer to DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, Subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

8. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters

No Subrecipient under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

a. In accepting this award, the Subrecipient:

- Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or

contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

- Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- b. If the Subrecipient does or is authorized under this award to make Subawards, procurement contracts, or both:
- It represents that (1) it has determined that no other entity that the Subrecipient's application proposes may or will receive award funds (whether through a Subaward, procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - It certifies that, if it learns or is notified that any Subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

9. Encouragement of Policies to Ban Text Messaging while Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Subrecipient understands that DOJ encourages Subrecipients to adopt

and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10. OJP Training Guiding Principles

Any training or training materials that the Subrecipient develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

11. Requirement to report actual or imminent breach of personally identifiable information (PII)

The Subrecipient must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it – (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The Subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000 (for 2018 federal award) or \$250,000 (for 2019 & 2020 federal awards)

The Subrecipient must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (\$150,000 [for 2018 federal award] currently, \$250,000 [for 2019 & 2020 federal awards]). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a Subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000 [for 2018 federal award] and exceed \$250,000 [for 2019 & 2020 federal

award]), and are incorporated by reference here.

13. Requirement for Data on Performance and Effectiveness Under the Award

The Subrecipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

14. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The Subrecipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Subrecipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

15. VOCA Requirements

The Subrecipient must comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required.

16. Demographic Data

The Subrecipient must collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

17. Performance Reports

The Subrecipient must submit quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

18. Access to Records

The Subrecipient must authorize the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.

19. All Subawards ("Subgrants") must have specific federal authorization

The Subrecipient must comply with all applicable requirements for authorization of any Subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "Subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any Subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All Subawards ("Subgrants") must have specific federal authorization), and are incorporated by reference here.

20. Unreasonable restrictions on competition under the award; association with federal government

This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used.

a. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable

requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no Subrecipient may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

b. Monitoring

The Subrecipient's monitoring responsibilities include monitoring of compliance with this condition.

c. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

d. Rules of construction

- 1) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor, grant Subrecipient or Subrecipient, agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 2) Nothing in this condition shall be understood to authorize or require any Subrecipient or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

21. Determination of suitability to interact with participating minors

This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ, the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The Subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42

The Subrecipient must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The Subrecipient must comply with all applicable requirements of 28

C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

24. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The Subrecipient must comply with all applicable requirements of 28

C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to

Subrecipient organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Subrecipients and Subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi->

bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

25. Restrictions on "Lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the Subrecipient, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the Subrecipient to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, Subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a Subrecipient would or might fall within the scope of these prohibitions, the Subrecipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Subgrant Award Report (SAR)

The Subrecipient must submit a SAR to OVC for each Subrecipient of the VOCA victim assistance funds, within ninety (90) days of awarding funds to the Subrecipient. Subrecipients must submit this information through the automated system.

27. Effect of Failure to Address Audit Issues

The Subrecipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the Subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this Grant Subaward), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

28. Additional DOJ Awarding Agency Requirements (2018, 2019, & 2020)

The Subrecipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the Subrecipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

29. Hiring Documents

The Subrecipient must keep, maintain, and preserve all documentation (such as Form I-9s or equivalents) regarding the eligibility of employees hired using the fund.



All appropriate documentation must be maintained on file by the Subrecipient and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Subrecipient may be ineligible for Subaward of any future grants if the Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

CERTIFICATION	
I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby swear that I am duly authorized legally to bind the contractor or grant Subrecipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.	
Official Designee's Signature:	<u></u> <small>Tim Kendall (Sep 3, 2021 10:53 PDT)</small>
Official Designee's Typed Name:	<u>Tim Kendall</u>
Official Designee's Title:	<u>District Attorney</u>
Date Executed:	<u>Sep 3, 2021</u>
Federal Employer ID #:	<u>956005661</u>
Federal DUNS #:	<u>086128832</u>
Current System for Award Management (SAM) Expiration Date:	<u>05/27/2022</u> ¹⁷ <i>AG</i>
Executed in the City/County of:	<u>Mono</u>
AUTHORIZED BY:	
<input type="checkbox"/> City Financial Officer	<input checked="" type="checkbox"/> County Financial Officer
<input type="checkbox"/> City Manager	<input type="checkbox"/> County Manager
<input type="checkbox"/> Governing Board Chair	
Signature:	<u></u>
Typed Name:	<u>Janet Dutcher</u>
Title:	<u>Finance Director</u>



Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: Mono County		Grant Subaward #: VW21 31 0260			
A. Personnel Costs - Line-item description and calculation	19 VOCA	20 VOCA	21 VWAO	21 VCGF	Total Amount Allocated
Coordinator Salary $\$6,597 \times 12 = \$79,164$ $\$79,164 \times 79.5\% = \$62,935$	\$47,500	\$15,435			\$62,935
Coordinator Benefits $\$62,935 \times 22.86\% = \$14,386$ Benefits include Pers, Retiree health, Dental, vision, EBS, Life Insurance, Survivor, Medical Er, State Disability	\$11,000	\$3,386			\$14,386
Office Manager Salary $\$5,849 \times 10 \times 30\% = \$17,547$ $\$5,966 \times 2 \times 30\% = \$3,580$ Total-\$21,127	\$16,000	\$5,127			\$21,127
Office Manager Benefits $\$21,127 \times 24.2\% = \$5,113$ Benefits include Pers, Retiree health, Dental, vision, EBS, Life Insurance, Survivor, Medical Er, State Disability			\$5,113		\$5,113
MVA Advocate Salary $\$4,483 \times 6 = \$28,099$ $\$4,777 \times 6 = \$28,662$ Total-\$56,761	\$46,071	\$10,690			\$56,761
MVA Benefits $\$56,761 \times 63.47\% = \$36,026$ Benefits include Pers, Medical, Retiree health, Dental, vision, EBS, Life Insurance, Survivor, Medical ER, State Disability (19 VOCA federal funds will be spent before state funds to ensure funding throughout the grant period)	\$4,429			\$31,597	\$36,026



Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: Mono County			Grant Subaward #: VW21 31 0260		
A. Personnel Costs - Line-item description and calculation	19 VOCA	20 VOCA	21 VWAO	21 VCGF	Total Amount Allocated
MVA/Advocate overtime for call outs Estimated-50 hours @ \$35 p/h			\$1,750		\$1,750
Personnel Costs Fund Source Totals	✓ \$125,000	✓ \$34,638	✓ \$6,863	✓ \$31,597	✓ \$198,098
PERSONNEL COSTS CATEGORY TOTAL					\$198,098

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Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: Mono County			Grant Subaward #: VW21 31 0260		
B. Operating Costs - Line-item description and calculation	19 VOCA	20 VOCA	21 VWAO	21 VCGF	Total Amount Allocated
Coordinator Dues				\$80	\$80
Phones \$55x12=\$660x2=\$1,320				\$1,320	\$1,320
Karpel			\$4,000		\$4,000
Vehicle Fuel 2,670 miles/10miles per gallon = 297 gallons per month. 297 gal x \$4.90 x 12 months = \$17,464 (charging less)				\$17,460	\$17,460
<i>TE</i> Indirect Costs- County Cost Plan, Auditor, Personnel, Administration, Information Services (estimated amount based off prior year) \$1977.34 x 12 = \$23,728 \$243,781 x 10% = \$24,378, charging less				\$23,728	\$23,728
Audit				\$150	\$150
Copier machine yearly maitence \$100 p/mx12=\$1,200				\$1,200	\$1,200
Office Supplies Misc. general office suppliesincluding printer cartridges, copy/postage spare charges, business cards, misc. printing of brochures, resource guides (English/Spanish) \$929 p/m x 12=\$11,151				\$11,151	\$11,151
Travel and training TBD due to Covid-19				\$3,696	\$3,696
Update Forensic interview equipment					



Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: Mono County			Grant Subaward #: VW21 31 0260		
B. Operating Costs - Line-item description and calculation	19 VOCA	20 VOCA	21 VWAO	21 VCGF	Total Amount Allocated
This equipment is used to interview children who have been sexually assaulted to allow for a less intrusive interview process.			\$6,459	\$167	\$6,626
Operating Costs Fund Source Totals	✓	✓	✓ \$10,459	✓ \$58,952	\$69,411
OPERATING COSTS CATEGORY TOTAL	✓	✓	✓	✓	\$69,411

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Grant Subaward Budget Pages
Multiple Fund Sources

Subrecipient: Mono County			Grant Subaward #: VW21 31 0260		
C. Equipment Costs - Line-item description and calculation	19 VOCA	20 VOCA	21 VWA0	21 VCGF	Total Amount Allocated
TE None.					
Equipment Costs Fund Source Totals					
EQUIPMENT COSTS CATEGORY TOTAL					

Grant Subaward Totals - Totals must match the Grant Subaward Face Sheet	19 VOCA	20 VOCA	21 VWA0	21 VCGF	Total Project Cost
Fund Source Totals	✓ \$125,000	✓ \$34,638	✓ \$17,322	✓ \$90,549	✓ \$267,509

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VSPS Budget Summary Report

VW21 Victim/Witness Assistance Program

Subaward #: VW21 31 0260

Mono County

Performance Period: 10/01/21 - 09/30/22

Victim/Witness Assistance Program

Latest Request: , Not Final 201

A. Personal Services - Salaries/Employee Benefits

<u>F/S/L</u>	<u>Funding Source</u>	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
F	19VOCA	125,000	0	125,000	0	125,000
F	20VOCA	34,638	0	34,638	0	34,638
S	21VCGF	31,597	0	31,597	0	31,597
S	21VWA0	6,863	0	6,863	0	6,863
Total A. Personal Services - Salaries/Employee Benefits:		198,098	0	198,098	0	198,098

B. Operating Expenses

<u>F/S/L</u>	<u>Funding Source</u>	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
F	19VOCA	0	0	0	0	0
F	20VOCA	0	0	0	0	0
S	21VCGF	58,952	0	58,952	0	58,952
S	21VWA0	10,459	0	10,459	0	10,459
Total B. Operating Expenses:		69,411	0	69,411	0	69,411

C. Equipment

<u>F/S/L</u>	<u>Funding Source</u>	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
F	19VOCA	0	0	0	0	0
F	20VOCA	0	0	0	0	0
S	21VCGF	0	0	0	0	0
S	21VWA0	0	0	0	0	0
Total C. Equipment:		0	0	0	0	0

F/S/L (Funding Types): F=Federal, S=State, L=Local Match

Paid/Expended=posted in ledger w/Claim Schedule, Pending=Processed, but not yet in Claim Schedule

11/05/21

VSPS Budget Summary Report

VW21 Victim/Witness Assistance Program	Subaward #: VW21 31 0260				
Mono County	Performance Period: 10/01/21 - 09/30/22				
Victim/Witness Assistance Program	Latest Request: , Not Final 201				
	<u>Budget Amount</u>	<u>Paid/Expended</u>	<u>Balance</u>	<u>Pending</u>	<u>Pending Balance</u>
Total Local Match:	0	0	0	0	0
Total Funded:	267,509	0	267,509	0	267,509
Total Project Cost:	267,509	0	267,509	0	267,509

F/S/L (Funding Types): F=Federal, S=State, L=Local Match

Paid/Expended=posted in ledger w/Claim Schedule, Pending=Processed, but not yet in Claim Schedule

11/05/21



Grant Subaward Budget Narrative

Grant Subaward #: VW21 31 0260

Subrecipient: Mono County

The Mono County Victim/Witness Program's proposed budget supports the stated objectives and activities for the project by providing 100% of the salary and benefits for the Victim/Witness Coordinator.

The Program Coordinator will strive to meet the stated objectives, which are to reach one hundred fifty new victims, and between one hundred fifty and two hundred continued contacts. The coordinator will provide mandatory and optional services to victims and witnesses of crime as set forth in Penal Code Section 13835. Direct services will be provided to victims of all types of crime.

The Program Coordinator has been the coordinator for 4 years. Her duties include providing direct services to victims and witnesses of crime as well as compiling statistics, and preparing quarterly reports, financial reports, and grant writing as required by Cal OES.

The coordinator is also a member of the Multi-Disciplinary Team, which focuses on child abuse victims. The team is made up of representatives from several different agencies throughout the county and meets each month to discuss child abuse cases and work together to help the victims. The coordinator has completed The California Forensic Interviewing Training and is qualified to



Grant Subaward Budget Narrative

Grant Subaward #: VW21 31 0260

Subrecipient: Mono County

conduct child forensic interviews. The coordinator is also a member of the Domestic Violence Task Force. This group meets quarterly to discuss current domestic violence cases in the county and work together to better serve domestic violence victims. The coordinator is also a member of the Sexual Assault Response Team. The coordinator is on call twenty-four hours a day, 7 days a week. Our program is also made up of a full time MVA Advocate and our North County Office Manager who is an advocate as well. We are losing our part-time advocate due to a retirement, and we will be suspending that position for the time being. The Program Coordinator and full-time MVA Advocate salaries are funded entirely by this grant. The North County Office Manager devotes 30% of her time to victim services and this grant funds 30% of her salary. All our advocates have attended the 40- hour entry level advocate training.

The coordinator will devote 100% of her time to providing direct services to victims and witnesses of crime. This budget year we plan to enhance our program in many different aspects including updating equipment, continuing community outreach, attending trainings, and working with and educating allied agencies to insure the best possible outcome for the victims and witnesses we serve. We plan to update our forensic interview room this grant year. This interview room is used to interview victims to include children of sexual assault.



Grant Subaward Budget Narrative

Grant Subaward #: VW21 31 0260

Subrecipient: Mono County

We plan to update the equipment through a trade in program. Having up to date equipment will ensure that we can provide the best possible environment for our victims as they are having to go through this process.

Subcontracts will not be utilized in this fiscal budget. If any mid-year salary or benefit adjustments are needed, we will submit a 223 modification form to Cal OES.



Grant Subaward Programmatic Narrative

Grant Subaward #: VW21 31 0260

Subrecipient: Mono County

Citizens who become involved with the criminal justice system, either as victims or witnesses to crime, are all too often further victimized by that system. They become isolated and receive little practical advice or necessary care. The Mono County Victim/Witness Program will attempt to reduce the trauma and insensitive treatment that victims and witnesses may experience in the wake of a crime. We will provide these services according to Cal OES guidelines, victim, and community needs.

The Mono County Victim/Witness Program was implemented in 1989. The coordinator devotes 100% of her time to providing direct services to victims and witnesses of crime. In June of 2017, our Program Coordinator of twenty-six years retired and we hired a new Coordinator in April of 2017. With a new Program Coordinator, we have been working hard to expand our victim services to better serve our victim population. With the increase in victim services provided we staff one Program Coordinator, a full time MVA Advocate, and one part-time Advocate (vacant) funded entirely by this grant. We fund 30% of our North County Office Manager's salary also as she is our North County Advocate and devotes 30% of her time to working on victim services.



Grant Subaward Programmatic Narrative

Grant Subaward #: VW21 31 0260

Subrecipient: Mono County

The Town of Mammoth Lakes, the largest incorporated city within Mono County, continues to grow. The Hispanic population of victims is rapidly increasing. As such, the language barrier has become an increased problem. However, we do have several county employees that are utilized for interpreting. We are also servicing additional victims and witnesses due to the increase of crimes and clients as a result of AB109, realignment.

We have two office locations, one in Mammoth Lakes and one in Bridgeport. The Mammoth Office continues to be very busy. The courthouse in Bridgeport has limited services to one day per week and as such, the services to the north end of the county have become more limited. The coordinator travels to Bridgeport on an as needed basis. With the addition of a part-time Advocate and a full time MVA Advocate we have been able to increase our services in the north end of the county and will continue to grow. We are currently working on developing our Mass Casualty Response Plan. We have been meeting with law partners to learn current procedures and develop new ones to include victim services.

Plan

The Mono County Victim/Witness Program will advocate to the District



Grant Subaward Programmatic Narrative

Grant Subaward #: VW21 31 0260

Subrecipient: Mono County

Attorney's Office, law enforcement, and the criminal justice system on behalf of victims and witnesses of crime. The program will provide mandated and optional services to victims and witnesses of crime set forth in Penal Code Section 13835. The program will attempt to decrease the trauma experienced by victims and witnesses of crime by offering support, information, and resources, thereby allowing for a faster and more complete recovery from the effects of crime.

The 2021-2022 objectives are to reach four hundred and fifty new victims in Mono County. We will also have between three hundred and four hundred continued contacts with victims and witnesses of crime.

In the grant year of 2021-2022, the program will renew the commitment to provide presentations and training to law enforcement and other victim service agencies. We will also commit to increase our fieldwork in the upcoming fiscal year. The Program Coordinator is on call twenty-four hours a day, seven days a week. We will be available for law enforcement callouts and mass casualty/disaster response for victims. We are working very closely with law enforcement, Fire and EMS as well as many other agencies to implement victim services into mass casualty response. We will continue community outreach by



Grant Subaward Programmatic Narrative

Grant Subaward #: VW21 31 0260

Subrecipient: Mono County

staying involved with the local schools at the student level through education, education through our local community groups and better training of allied law enforcement agencies.

We have over ten schools in Mono County from Kindergarten through grade twelve that we will be involved with as well as numerous community services organizations. We are committed to attending several trainings this grant year to extend the level of service we can provide to our victims. Our program has expanded substantially over the last year. We have hired a full time Mass Victimization Advocate and she is working closely with the Program Coordinator to develop a Mass Casualty Response Plan. We are currently running our program with 1 full-time Advocate/Program Coordinator, 1 part-time Advocate (vacant after July), an Office Manager/Advocate that devotes 30% of her time to advocacy and one full time MVA Advocate.

The Mono County Victim/Witness Program assists victims of all types of crime. We do not limit our services to any specific crime. Therefore, we receive referrals from several different agencies including: the District Attorney's Office, the Probation Department, the Superior Court, other victim service agencies such as Wild Iris Women's Services, the Mono County Behavioral Health



Grant Subaward Programmatic Narrative

Grant Subaward #: VW21 31 0260

Subrecipient: Mono County

Department, the Mono County Health Department, the Mono County Social Services Department including Child Protective Services, the Mammoth Lakes Hospital and Clinic, as well as law enforcement including the Mono County Sheriff's Department, the Mammoth Lakes Police Department and the local branches of the California Highway Patrol. Referrals are made in person, by telephone or through a written report. All law enforcement reports are routed through the coordinator for review and outreach is provided to victims as needed. As of July 2020, the offices of Mono County reside in a new building in a different location of Mammoth Lakes. This new building is in the same area as the Mono County Superior Court as well as the Mammoth Lakes Police Department. All the County offices occupy this building which will make a huge difference for victims being able to access services all within the same location. Our new office space is smaller than our former location, so we have purchased new office equipment for our four Advocates. We have developed new business operations due to the Covid-19 Pandemic. Our Advocates are still working remotely one day per week to lessen the amount of people in the office. With working remotely added some added costs, however our newly purchased case management system made this transition, for the most part, very seamless. One of our main priorities this grant year is to update our forensic



Grant Subaward Programmatic Narrative

Grant Subaward #: VW21 31 0260

Subrecipient: Mono County

interview room to make sure our victims of sexual assault have the best possible experience as well as case outcome. This equipment is crucial for child sexual assault cases.

The program has one volunteer – our retired Victim Witness Coordinator. The volunteer's time is documented on a volunteer sign in sheet. Typical duties include assistance in gathering statistical information and preparing quarterly reports, clerical work and a variety of tasks as assigned by the Coordinator and Deputy District Attorneys.

The program will utilize interpreters from the community and interpreters from Mono County Social Services, and Hispanic outreach workers at Wild Iris Women's Services to communicate with victims and witnesses who speak Spanish. The program will utilize other translators in the community for translation services for non-English speaking victims/witnesses and for the hearing-impaired. Services for elderly and disabled victims of crime are provided appropriate to their special needs. Field visits are provided to a client's home, place of business or other safe location, wherever necessary to provide services.



Grant Subaward Programmatic Narrative

Grant Subaward #: VW21 31 0260

Subrecipient: Mono County

The Victim/Witness Office is housed at the following locations:

Mono County District Attorney's Office

1290 Tavern Rd.

PO Box 2053

Mammoth Lakes, CA 93546

(760) 924-1710

Mono County District Attorney's Office

Courthouse, Main St.

PO Box 617

Bridgeport, CA 93517



Grant Subaward Programmatic Narrative

Grant Subaward #: VW21 31 0260

Subrecipient: Mono County

(760) 932-5550

After Hours Telephone for Program Coordinator: (760) 920-7290

Implementation

The Mono County Victim/Witness Program will advocate to the District Attorney's Office, law enforcement and other victim service agencies on behalf of victims and witnesses of crime. Meetings will be conducted with each agency at least semi-annually to discuss current needs and to develop strategies for implementation of the Victim/Witness Program objectives.

An operational agreement exists between the Mono County Victim/Witness Program, the Mono County District Attorney's Office, the Mammoth Lakes Police Department, the Mono County Sheriff's Department, the Mono County Behavioral Health Department, the Department of Social Services (including CPS), and Wild Iris Services. These agencies will refer victims and witnesses to the program. Excellent working relationships exist between these agencies. The Mono County Victim/Witness Program, the Mono County Behavioral Health Department, and the Department of Social Services (CPS) provide services to the three VOCA victim groups: sexual assault, domestic



Grant Subaward Programmatic Narrative

Grant Subaward #: VW21 31 0260

Subrecipient: Mono County

violence, and children crime victims. Wild Iris Women's Services provide services to sexual assault victims and domestic violence victims.

The Victim/Witness Assistance Program consists of the Program Director/District Attorney, Tim Kendall; the Program Coordinator, Sarah Gillespie; a full-time MVA Advocate, Timina Gilfoy; a part-time Victim Advocate, vacant; our North County Office Manager, Elizabeth Pelichowski who devotes 30% of her time to victim services; an assigned District Attorney Investigator partially paid by funds from the Community Corrections Partnership; and one volunteer.

Our program is ADA compliant. We can assist handicapped victims and witnesses. There are handicapped parking spaces in our parking lot and our office is located at ground level.



Grant Subaward Programmatic Narrative

Grant Subaward #: VW21 31 0260

Subrecipient: Mono County

ORGANIZATIONAL CHART

MONO COUNTY BOARD OF SUPERVISORS

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|

MONO COUNTY DISTRICT ATTORNEY/PROGRAM DIRECTOR

|
|
|

PROGRAM COORDINATOR

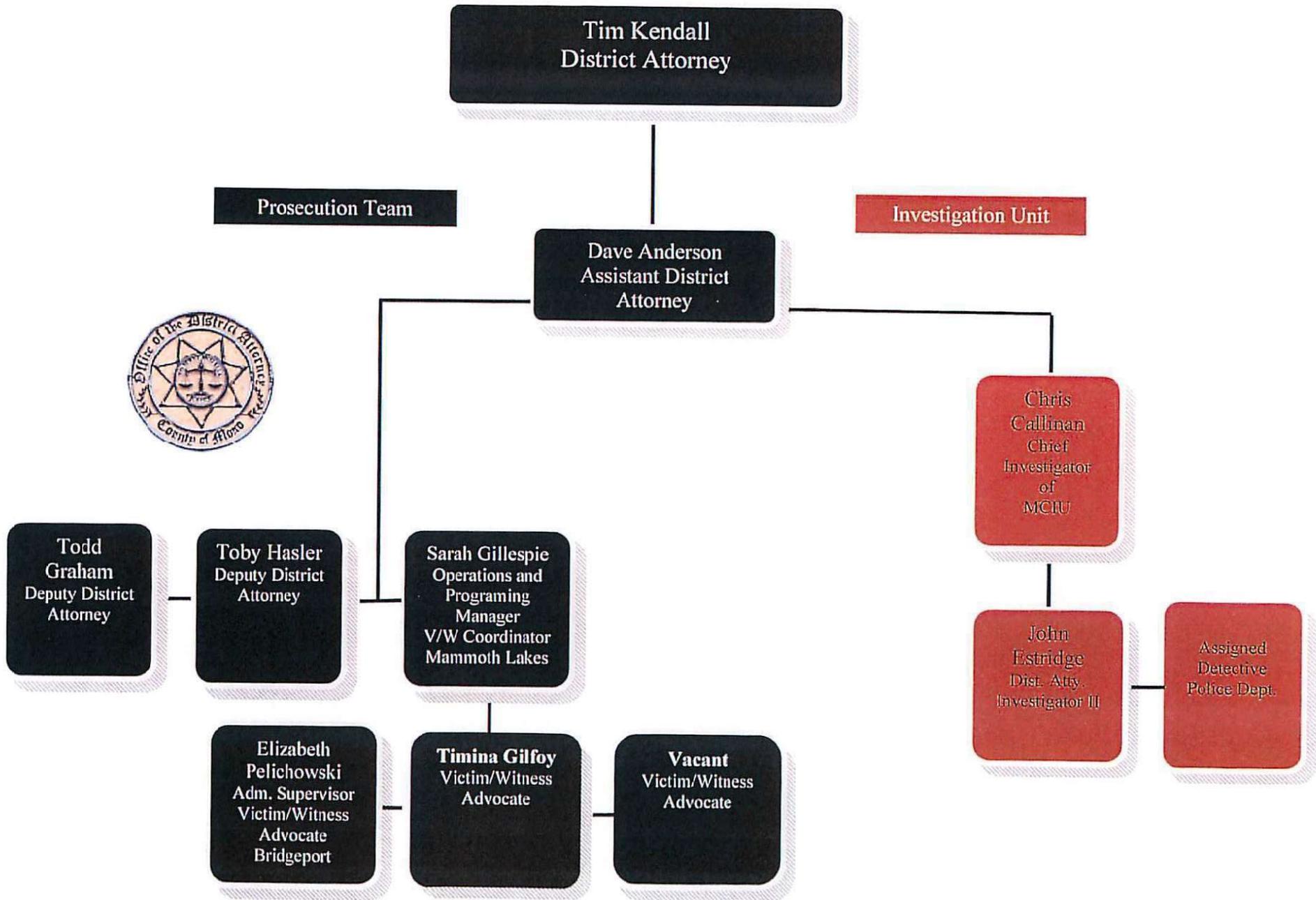
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VICTIM ADVOCATES

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VOLUNTEER(S)

District Attorney Office Organizational Chart



LEGALTEK

PROPOSAL

June 8, 2021

Chris Callinan, Chief Investigator
Mono County District Attorney's Office
Office- 760-932-5553 or 760-924-1705

Proposal Number: 21158

LXO: LX Oracle HD High Definition Digital Interview Recording System: Two Camera: \$7,385.00 USD

1ea. LXO Digital Recorder

2ea. LXCHDDJ High Definition 1080P CMOS DSP Camera; 12mm, Data Jack Housing

Sub-Total: \$7,385.00 USD

Less Equipment Trade (LXII): \$1,500.00

Shipping (UPS-Insured): \$168.40 USD

Taxes: \$572.34 (if required)

Proposal Total: \$6,625.74 USD

LEGALTEK^{HD}

LEGALTEK LXORACLE (LXO)

1080P HIGH DEFINITION INTERVIEW RECORDING SYSTEM



- *Simple Control Interface...Wireless Keyboard/Touchpad*
- *SHA256 Hash Value Time/Date/Metadata File Cryptography*
- *Hard Disk and Dual DVD-ROM Synchronous Recording*
- *Event Marking...Case Information Screen with Overlay*
- *Sensitive Professional Microphones & Audio Processing*
- *Firmware Based LINUX OS...Anti-Virus and Stable*
- *Power Off Data Protection...Web Based Viewing*
- *Files are Compatible with most Case Management Software*

LX Oracle (LXO) is a desktop, high-definition, interview recorder designed specifically for law enforcement interviews. Professional grade cameras and microphones synchronously capture video and audio, recording to hard disk and to dual DVD-ROM drives. Each recording has a unique hash value which seals the evidence making falsification impossible. Simple to set-up and operate, the *LXO* enhances the evidence management process from collection to secure storage and distribution. Turnkey systems are shipped as complete, pre-configured easy to install kits.

KEY FEATURES...

Triple Recording Redundancy – The *LXO* can synchronously record files to hard disk and dual optical DVD-ROM drives simultaneously. Sealed, finalized DVDs are typically available in <1 minute. Files may also be exported to removable solid-state memory or automatically uploaded to a server for archival storage. **Systems are both UK ABE and PACE Codes of Practice, E and F compliant.**

HASH Time/Date/Metadata Authentication – The recorder provides unique Hash-based Time/Date/Metadata File Encryption and a permanent visual overlay for both reference and air-tight authentication of each recording.

Intuitive Menu and Simple Button Control – *LXO* is designed for ease-of-use and features one-click operation to start and stop recording locally. The large high-resolution display makes the entry of case information, event tagging and system programming almost second nature. The file database is searchable by date or by case information.

User Defined Camera Image Layout – Up to four cameras may be placed in the interview room, allowing users to observe and capture several different angles. Cameras may be recorded full screen or in a number of user designated picture-in-picture and picture-by-picture configurations.

Perfectly Synchronized Audio/Video – The sensitive, auto-gaining professional balanced PZM microphone system with active audio processing virtually eliminates signal interference and suppresses environmental noise. Active audio processing enhances the intelligibility of soft-spoken subjects and increases the accuracy of interview transcriptions.

Local Viewing/Network Streaming – Administrators can easily define profiles for local recording, live streaming via a web-based application and automatic FTP to a network folder. Interviews can be viewed using any device on the network that supports a standard web browsing application.

H.264 Encoding Equals 50% Smaller File Size – While maximizing available disc space and video quality, the smaller HD files will require no more archival storage than older analog systems. Content is captured as standard MP4 files to ensure that recordings can be played by the viewer's choice of application without any special software or codecs.

LX HD Camera Options



Legaltek high definition cameras feature broadcast level 1080P CMOS image sensors with mega-pixel lens and are available in both proprietary covert and non-covert housings. Both PTZ and fixed indoor and vandal-resistant domes are also available. Pan-Tilt-Zoom functions can be controlled by the recorder interface.

No License Fees

Unlimited Users

No Charge Software Upgrades

One Year Factory Warranty

Telephone and On Line Technical Support

Legaltek's stand-alone, "hardware based" High Definition Recording Solutions provide the most reliable and secure way for law enforcement to collect and archive custodial interviews...

"A Perfect Solution for Police, Government and Child Advocacy/Crisis Centers"

"Your High Definition Interview Recording Solution..."

LEGALTEK_{HD}

5753 E. Santa Ana Canyon Rd., Suite G 540 - Anaheim, CA 92807 USA - 714-321-9200 - LegalTekLX.com

LEGALTEK IS DEDICATED TO...

Quality...

Professional-grade microphones with active audio processing yield recordings of crystal clarity, even when subjects are whispering, while broadcast level high definition cameras document every detail.

SECURITY...

Recordings have a unique Hash value that can be thought of as "fingerprints" for files. The contents of a file are processed through a cryptographic algorithm, and a unique numerical value is produced that identifies the contents of the file. All device functions other than basic operation are protected by administrative password access.

SIMPLICITY...

Intuitive and easy to use, simple button controls initiate and stop the recording. Systems are shipped turnkey and require little or no training or support to operate.

RELIABILITY...

Fail-safe file capture by targeting both hard drive and dual DVD-ROM locations simultaneously. Featuring power off protection and data recovery, the possibility of critical data loss due to network malfunction or catastrophic hard drive failure is virtually eliminated.

VALUE...

Legaltek offers feature rich solutions for every interview environment. Systems are both UK ABE and PACE compliant. Purchase only the equipment that you need...no expensive mainframes or proprietary software licensing.

INTEGRITY...

Our technical group has provided purpose-engineered solutions for law enforcement professionals and government entities for over 20 years.

POLAR
PATTERN

PZM[®]-11 PZM-11LL

The Crown[®] PZM[®]-11 or PZM-11LL is a Pressure Zone Microphone[®] designed for conference-room, security and surveillance applications. Each can be mounted in the ceiling or wall in a standard electrical outlet box. Providing excellent intelligibility, the PZM-11 and PZM-11LL are designed to look like a light switch so as not to draw attention.

The PZM-11 has a mic-level output and is powered by 12-48V phantom power.

The PZM-11LL has a line-level output and can be powered by 24V AC, 12-24V DC, or 12-48V phantom power. Since the PZM-11LL has a high output, it can be plugged directly into a VCR line input—no costly mic preamp is needed.

To phantom power the PZM-11LL, a modification will have to be made to the electronics module (see Installation Step 3 for details).

Like other Pressure Zone Microphones, the PZM-11 and PZM-11LL utilize the Pressure Recording Process[™] in which a miniature condenser microphone capsule is mounted very close to a sound-reflecting plate or boundary. The capsule is mounted in the "Pressure Zone" just above the boundary, a region where sound coming directly from the sound source combines in-phase with sound reflected off the boundary. The benefits are a wide, smooth frequency response free of phase interference, excellent clarity and "reach," and consistent pickup anywhere around the microphone.

In the PZM-11 and PZM-11LL, low frequencies below the voice range are rolled off to reduce pickup of air-conditioning rumble. The high-frequency response is boosted slightly to aid clarity and articulation.

The microphone connector is a row of screw terminals for easy installation. The output is balanced, low impedance, which allows long cable runs without hum pickup or high-frequency loss.

Installation

1. Please refer to Fig. 3 (PZM-11) or Fig. 4 (PZM-11LL) and locate all the parts shown.

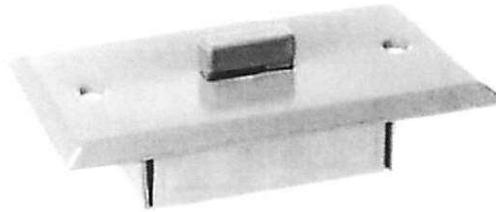
2. Run a 2-conductor shielded mic cable to the hole where you intend to install the microphone. Install a standard electrical outlet box in the hole.

To use phantom power, you need a mixer with phantom power or an external phantom-power supply. Crown makes a PH-1A phantom power supply which has 1 channel and is AC-adaptor powered.

(Continued on back)



PRESSURE ZONE MICROPHONES



Features

- Ideal for security, surveillance and conference rooms
- Clear, articulate sound
- Low-impedance screw-terminal output
- Inconspicuous
- PZM-11 is mic level; PZM-11LL is line level

Specifications

Type: Pressure Zone Microphone.

Element: Electret condenser

Frequency response (typical): 80 Hz to 20,000 Hz. See Fig. 1.

Polar pattern: Hemispherical.

Impedance:

PZM-11: 225 ohms, balanced.

PZM-11LL: 75 ohms, balanced.

Recommended minimum load impedance 1000 ohms.

Open circuit sensitivity:

PZM-11: 5 mV/Pa* (-46 dBV/Pa).

PZM-11LL: 1.4V/Pa* (+3 dB re 1V/Pa).

Power sensitivity:

PZM-11: -45.5 dBm/Pa*

PZM-11LL: +8 dBm/Pa*

Equivalent noise level (self-noise): 26 dB SPL typical (0 dB = 0002 dyne/cm²), A-weighted.

S/N Ratio: 68 dB at 94 dB SPL.

Maximum SPL:

PZM-11: 120 dB SPL produces 3% THD.

PZM-11LL: 100 dB SPL produces 3% THD.

Output connector: Three screw terminals.

1 = ground, 2 = audio hot (in polarity).

3 = audio cold (opposite polarity).

Polarity: Positive pressure on the diaphragm produces a positive voltage on screw terminal 2 with respect to screw terminal 3.

Operating voltage:

PZM-11: Standard phantom power, 12 to 48V DC on screw terminals 2 and 3 with respect to screw terminal 1.

PZM-11LL: 24V AC, 12-24V DC, or phantom power as the PZM-11LLS2.

Current drain:

PZM-11: 400 microamperes.

PZM-11LL: 4 milliamperes.

Materials: Steel plate and high-impact plastic capsule holder.

Finish: Off-white. May be painted any color; take care to first seal the opening between the mic capsule and boundary plate.

Operating Temperature Range: -10° to +60° C (+14° to +140° F).

Net weight: 2.5 oz. (71 g).

Dimensions: See Fig. 2.

Optional accessories: Crown PH-1A phantom power supply (1 channel, AC-adaptor powered).

*1 pascal = 10 dynes/cm² = 10 microbars = 94 dB SPL.

Fig. 1. Frequency Response

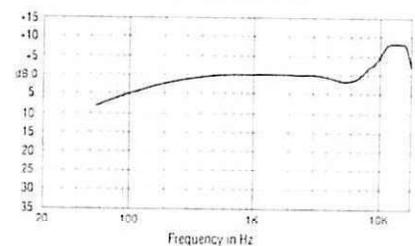
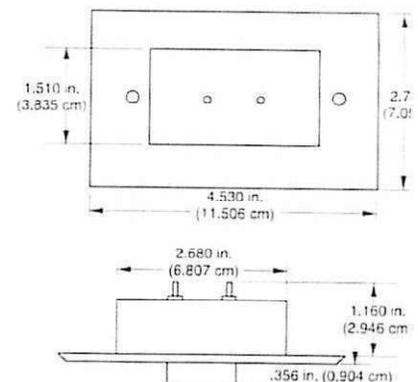


Fig. 2. Dimensions





INSTALLED

PZM-11 PZM-11LL

3. This entire step is for the PZM-11LL only. The PZM-11LL can be powered in three ways: 24V AC, 12-24V DC, or 12-48V phantom power. The mic is factory-wired for 24V AC powering so that it is compatible with video surveillance systems where 24V AC is readily available.

To use phantom power with the PZM-11LL: Put R14 in R13's space; put R15 in R16's space (the resistors are labeled on the circuit board). Note: In some cases these resistors may be on the bottom side of the board. Do not overheat. Then proceed to step 4.

To use 24V AC or 12-24V DC with the PZM-11LL: From your power source, run a twisted pair of power cable to the ceiling or wall hole. Run the power cable through the hole in the electrical box (if any) and through either hole in the chassis (Fig. 4). Service the end of the power cable.

To use 24V AC with the PZM-11LL: Attach the power leads to the screw terminals labeled 24V AC INPUT.

To use 12-24V DC with the PZM-11LL: See Fig. 5. Connect the positive lead from the DC source to either screw terminal of the INPUT terminal block. Connect the negative lead to the other terminal of the INPUT terminal block.

4. Run the mic cable through the hole in the electrical box (if any) and through either hole in the chassis (Fig. 4). Service the end of the mic cable.

5. Attach your mic-cable leads to the screw terminals labeled OUTPUT. Connect the mic-cable shield to 1, audio + lead to 2, and audio - lead to 3. See Figures 5 and 6.

6. Place the chassis over the two long screws. Using the nuts provided, secure the chassis to the faceplate.

7. Using the two screws provided, secure the faceplate to the electrical box or wall board.

8. If you plan to use an XLR-type cable connector: Solder the cable shield to pin 1, audio + lead to pin 2 and audio - lead to pin 3 of the XLR.

If you plan to use an RCA or phone connector: Solder the cable shield to the long lug, and solder the audio + lead to the tip or pin. Do not connect the audio - lead because this may reduce the output level in an unbalanced configuration.

9. If the mic cable is run in metal conduit, ground loops can occur that can cause hum. If hum is present after installation, unsolder the chip resistor labeled 000 on the printed-circuit board (R21 GND LIFT in Fig. 5).

10. If you plan to use a cable connector, solder the other end of the mic cable to a 3-pin professional audio connector (XLR-type). Solder the cable shield to pin 1, light-colored lead to pin 2, and darker lead to pin 3.

If the PZM-11LL distorts, change resistor R5 labeled GAIN to increase headroom. Do not overheat. The surface-mount resistors listed below are already on the circuit board. See Fig. 5.

1K	minimum headroom
2K	6 dB more headroom
3.9K	12 dB more headroom
8.2K	18 dB more headroom
100K	maximum headroom (mic level)

Architects' and Engineers' Specifications PZM-11

The microphone shall be the Crown Model PZM-11. The microphone shall be a Pressure Zone Microphone, electret-condenser type, with built-in electronics interface. The microphone capsule holder shall be mounted on a standard switch plate. The microphone shall be powered from 12-48V phantom power. The output shall be low impedance balanced. Frequency response shall be from 80 Hz to 20,000 Hz. Low frequencies below the voice range shall be rolled off. Open-circuit sensitivity shall be 5 mV/Pa (-46 dB re 1V/Pa). Maximum SPL capability shall be 120 dB SPL at 3% THD. Equivalent noise shall be 26 dBA typical (0 dB = .0002 dyne/cm²). The Crown model PZM-11 microphone is specified.

PZM-11LL

The microphone shall be the Crown model PZM-11LL. It shall be a Pressure Zone Microphone, mountable in a wall or ceiling, and designed not to look like a microphone. It shall have a line-level output (1.4 V/Pa unloaded) and be powered by 24V AC, 12-24V DC, or phantom power. The frequency response shall be from 80 Hz to 20,000 Hz with a low-frequency rolloff to reduce rumble and high-frequency boost for articulation. The

Fig. 3. Wiring for Phantom Power

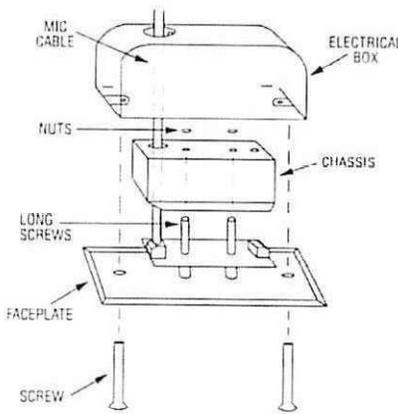
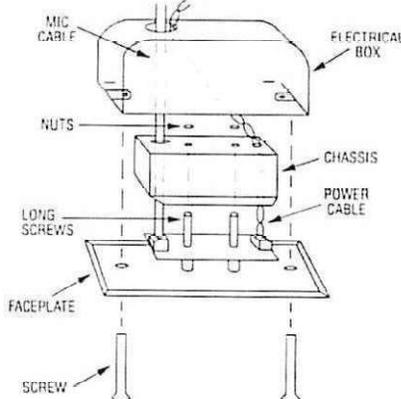


Fig. 4. PZM-11LL Wiring for 24V AC or 12-24V DC



audio connector and power connector shall be screw terminals. Output shall be balanced, low impedance. The electret condenser transducer shall have a hemispherical polar pattern when the microphone is mounted in a wall or ceiling. The Crown PZM-11LL microphone is specified.

Warranty

Crown professional microphones are guaranteed against malfunction for a period of three years from date of original purchase. See enclosed warranty sheet for additional information.

Service

If the unit fails to work, first replace or repair the mic cables and check the power supply. Recheck your connections to the microphone screw terminals. If service is required, return the microphone and the electronic interface in its original packaging to: **Crown Factory Service, 1718 West Mishawaka Road, Elkhart, IN 46517-9439. A Service Return Authorization (SRA) is required for product being sent to the factory for service. An SRA can be completed on line at www.crownaudio.com/support/factserv.htm. For further assistance or technical support call 800-342-6939.**

Fig. 5. PZM-11LL DC Powering and Output Wiring

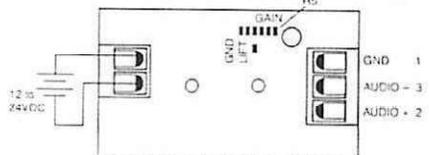
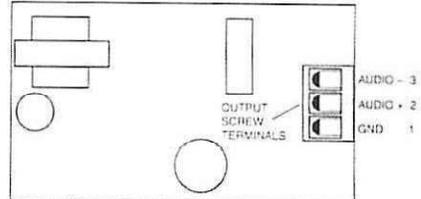


Fig. 6. PZM-11 Output Wiring



H A Harman International Company

Crown International, Inc.
1718 W. Mishawaka Rd.
Elkhart, IN 46517-9439
TEL: 574-294-8000
FAX: 574-294-8FAX
www.crownaudio.com

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6/08

136455-6

09.21.2020

Mono County, CA
2 CFR Part 200 Cost Allocation Plan

FY19 for use in FY21

Summary Schedule

Department	430 District Attorney	431 DA - JAG	433 Victim Witness	34 Drug Task	435 Public Administrator	440 Sheriff	445 Boating Law Enf	450 Search & Rescue	455 Court Security	460 Jail
1 Building Depreciation	\$14,133	\$0	\$0	\$0	\$0	\$43,126	\$0	\$0	\$0	\$42,532
2 020 Administrative Officer	29,970	18	8,803	0	2	103,577	3,268	610	18,753	59,945
3 070 Finance	20,439	29	9,119	0	29	53,985	5,082	5,352	10,755	35,576
4 120 County Counsel	274	0	0	0	0	26,339	0	0	0	0
5 729 County Facilities	56,371	0	217	0	0	59,086	0	0	0	72,679
6 150 Information Technology	67,120	0	5,589	0	0	250,385	0	0	0	67,066
Total Current Allocations	188,307	47	23,728	0	30	536,499	8,350	5,962	29,508	277,798
Less: Prior Year Allocations	204,367	2,391	10,464	153,737	0	478,636	7,819	4,379	28,452	296,161
Carry-Forward	(16,060)	(2,344)	13,264	(153,737)	0	57,863	531	1,582	1,057	(18,364)
Proposed Costs	\$172,247	\$(2,297)	\$36,992	\$(153,737)	\$30	\$594,362	\$8,881	\$7,544	\$30,565	\$259,434



Operational Agreement Summary

Grant Subaward #: VW21 31 0260

Subrecipient: Mono County

Participating Agency/Organization/Individual	Date Signed	Time Frame of OA
1. <u>Mono County District Attorney's Office</u>	<u>6/01/2021</u>	<u>10/01/21</u> to <u>9/30/22</u>
2. <u>Mammoth Lakes Police Department</u>	<u>06/01/2021</u>	<u>10/01/21</u> to <u>09/30/22</u>
3. <u>Mono County Sheriff's Department</u>	<u>06/01/2021</u>	<u>10/01/21</u> to <u>09/30/22</u>
4. <u>Wild Iris</u>	<u>4/20/2021</u>	<u>10/01/21</u> to <u>09/30/22</u>
5. <u>Mono County Department of Social Services</u>	<u>06/01/2021</u>	<u>10/01/21</u> to <u>09/30/22</u>
6. <u>Mono County Behavioral Health</u>	<u>06/01/2021</u>	<u>10/01/21</u> to <u>09/30/22</u>
7. _____		_____ to _____
8. _____		_____ to _____
9. _____		_____ to _____
10. _____		_____ to _____
11. _____		_____ to _____
12. _____		_____ to _____
13. _____		_____ to _____
14. _____		_____ to _____
15. _____		_____ to _____
16. _____		_____ to _____
17. _____		_____ to _____
18. _____		_____ to _____
19. _____		_____ to _____
20. _____		_____ to _____

VICTIMS OF CRIME ACT (VOCA) VICTIM ASSISTANCE FORMULA GRANT PROGRAM
MATCH WAIVER REQUEST

Cal OES Subrecipients may request a partial or full match waiver. Approval is dependent on a compelling justification. To request a partial or full match waiver, the Subrecipient must complete the following:

1. VOCA Victim Assistance Formula Grant Program Award Number: 2019-V2-GX-0053
2. Cal OES Subaward Number: VW21 31 0260
3. Subrecipient's Name: Mono County
4. Grant Subaward Performance Period 10/1/2021 through 9/30/2022
5. VOCA Victim Assistance Funds Awarded: \$ 125,000
6. Amount of Cash Match Proposed (post-Match Waiver): \$ 0
7. Amount of In-kind Match Proposed (post-Match Waiver): \$ 0
8. Total Amount of Match Proposed (sum of #6 and #7): \$ 0
9. Briefly summarize the services provided:

Our program provides a number of services including; law enforcement on scene response, interview accompaniment, introduction to the justice system, court support, case status and disposition, restitution assistance, mass casualty response, CalVCB applications, forensic interviewing/accompaniment, SART response, restraining orders, and resource and referral to partnering agencies and programs.

10. Describe practical and/or logistical obstacles to providing match:

Currently we have very little resources. Mono County is very remote and had minimal resources prior to the Covid-19 Pandemic and now with even less. Some county departments are currently working remotely which makes it extremely difficult to connect victims with the resources that the county has available. Our non-profit organization, which is located about 40 minutes away, which requires transportation to and from, and is open by appointment only. Prior to the pandemic we were moving in a good direction of being able to offer more resource

11. Describe any local resource constraints to providing match:

VOCA match creates a burden on our small County that hinders our ability to provide critical victim services; yet failure to meet this requirement puts our program and its services to victims in jeopardy. We have few opportunities in this rural county for in-kind donations, volunteer hours and interns. Discretionary funding from our General Fund, which funds this match in larger counties, is not available in the current budget. The COVID-19 pandemic has also caused many limitations.

Approved

Denied

Susan Grace

Unit Chief Name

 6/4/2021
Unit Chief Signature / Date

VICTIMS OF CRIME ACT (VOCA) VICTIM ASSISTANCE FORMULA GRANT PROGRAM
MATCH WAIVER REQUEST

Cal OES Subrecipients may request a partial or full match waiver. Approval is dependent on a compelling justification. To request a partial or full match waiver, the Subrecipient must complete the following:

1. VOCA Victim Assistance Formula Grant Program Award Number: 2020-V2-GX-0031
2. Cal OES Subaward Number: VW21 31 0260
3. Subrecipient's Name: Mono County
4. Grant Subaward Performance Period 10/1/2021 through 9/30/2022
5. VOCA Victim Assistance Funds Awarded: \$ 34,638
6. Amount of Cash Match Proposed (post-Match Waiver): \$ 0
7. Amount of In-kind Match Proposed (post-Match Waiver): \$ 0
8. Total Amount of Match Proposed (sum of #6 and #7): \$ 0

9. Briefly summarize the services provided:

Our program provides a number of services including; law enforcement on scene response, interview accompaniment, introduction to the justice system, court support, case status and disposition, restitution assistance, mass casualty response, CalVCB applications, forensic interviewing/accompaniment, SART response, restraining orders, and resource and referral to partnering agencies and programs.

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Approved

Denied

Susan Grace

Unit Chief Name

 7/14/2021
Unit Chief Signature / Date

✓

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT**

Subrecipient Mono County **Duns#** 086128832 **FIPS#** ~~950005001~~ 051-00000
Disaster/Program Title: Victim/Witness Assistance Program
Performance Period: 10/01/21 to 09/30/22 **Subaward Amount Requested:** \$ 267,509
Type of Non-Federal Entity (Check Box): State Gov. Local Gov. JPA Non-Profit Tribe

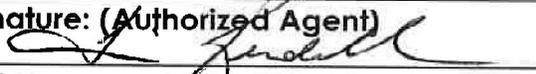
Per Title 2 CFR § 200.331, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following are questions related to your organization's experience in the management of federal grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, grant manager is the individual who has primary responsibility for day-to-day administration of the grant, bookkeeper/accounting staff means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and organization refers to the subrecipient applying for the award, and/or the governmental implementing agency, as applicable.

Assessment Factors	Response
1. How many years of experience does your current grant manager have managing grants?	3-5 years
2. How many years of experience does your current bookkeeper/accounting staff have managing grants?	3-5 years
3. How many grants does your organization currently receive?	1-3 grants
4. What is the approximate total dollar amount of all grants your organization receives?	\$ 260,000
5. Are individual staff members assigned to work on multiple grants?	No
6. Do you use timesheets to track the time staff spend working on specific activities/projects?	No
7. How often does your organization have a financial audit?	Annually
8. Has your organization received any audit findings in the last three years?	No
9. Do you have a written plan to charge costs to grants?	Yes
10. Do you have written procurement policies?	Yes
11. Do you get multiple quotes or bids when buying items or services?	Sometimes
12. How many years do you maintain receipts, deposits, cancelled checks, invoices, etc.?	3-5 years
13. Do you have procedures to monitor grant funds passed through to other entities?	Yes

Certification: *This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.*

Signature: (Authorized Agent) 	Date: 06/16/2021
Print Name and Title: Tim Kendall - District Attorney	Phone Number: 760-924-1710
Cal OES Staff Only: SUBAWARD # <u>VW21 31 0260</u>	



Grant Subaward Service Area Information

Grant Subaward #: VW21 31 0260

Subrecipient: Mono County

1. County or Counties Served:
Mono *56

County where principal office is located: Mono

2. U.S. Congressional District(s) Served:
1 *56
Jay Obernolte California 8th Congressional District

U.S. Congressional District where principal office is located: Hesperia

3. State Assembly District(s) Served:
1*56
Frank Bigelow, California 5th State Assembly District

State Assembly District where principal office is located: Madera

4. State Senate District(s) Served:
1*56
Andreas Borgeas, California 8th State Senate District

State Senate District where principal office is located: Sacramento

5. Population of Service Area: 14,310



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 8, 2022

Departments: Public Health

TIME REQUIRED

SUBJECT Allocation List Amendment - Public Health

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed Resolution R22-____, Authorizing the County Administrative Officer to amend the list of allocated positions to add five (5) new limited-term positions consisting of one (1) COVID Screener-Bilingual, one (1) Fiscal and Technical Specialist IV position, two (2) COVID Response Team Utility positions, and one (1) Chief Equity Officer position in the Department of Public Health.

RECOMMENDED ACTION:

Adopt proposed Resolution R22-____, Amending the list of allocated positions to add five (5) new limited-term positions consisting of one (1) COVID Screener-Bilingual, one (1) Fiscal and Technical Specialist IV position, two (2) COVID Response Team Utility positions, and one (1) Chief Equity Officer position in the Department of Public Health. Provide any desired direction to staff.

FISCAL IMPACT:

There is no impact to the County General Fund. The positions are 100% grant funded. The positions will terminate when the funding period ends or sooner depending on availability of grant funding. The estimated cost for these positions for the remainder of FY 2021-2022 (Feb-June 2022) is: COVID Screener-Bilingual - \$35,576 of which \$18,589 is salary and \$16,987 is the cost of benefits; Fiscal and Technical Specialist - \$41,435 of which \$22,662 is salary and \$18,773 is the cost of benefits; COVID Response Team Utilities - \$95,170 of which \$53,877 is salary and \$41,293 is the cost of benefits; Chief Equity Officer - \$60,375 of which \$35,831 is salary and \$24,544 is the cost of benefits. Total cost is \$232,556 of which \$130,959 is salary and \$101,597 is benefits, and is included in the Department's amended budget for FY 2021-22.

CONTACT NAME: Bryan Wheeler

PHONE/EMAIL: 760-924-1835 / bwheeler@mono.ca.gov

SEND COPIES TO:

Bryan Wheeler, Stephanie Butters

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution

History

Time	Who	Approval
1/26/2022 2:57 PM	County Counsel	Yes
2/1/2022 11:18 AM	Finance	Yes
2/3/2022 4:25 PM	County Administrative Office	Yes



MONO COUNTY HEALTH DEPARTMENT

Public Health

P.O. BOX 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 924-1831
P.O. BOX 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831

DATE: February 8, 2022
TO: Honorable Board of Supervisors
FROM: Bryan Wheeler, Public Health Director
SUBJECT: Allocation List Amendment

Recommendation:

Adopt proposed Resolution R22-___, Authorizing the County Administrative Officer to amend the list of allocated positions to add five (5) new limited-term positions consisting of one (1) COVID Screener-Bilingual, one (1) Fiscal and Technical Specialist IV position, two (2) COVID Response Team Utility positions, and one (1) Chief Equity Officer position in the Department of Public Health. Provide any desired direction to staff.

Discussion:

On November 2, 2021, the Board of Supervisors approved appropriations for the Immunization Local Assistance Grant (IAP), Agreement #17-10332, A02.

On November 16, 2021, the Board of Supervisors approved appropriations for the COVID-19 Public Health Crisis Response and the Public Health Workforce Development Supplemental Funding (WFD), Award Number WFD-026, and the California Equitable Recovery Initiative Funding (CERI), Award Number CERI-21-23-25.

During the 2021-22 Budget Adoption, funding from the Enhancing Laboratory Capacity/Enhancing Detection Expansion (ELC/EDE) Grant was appropriated.

In order to deliver on the defined Scope of Work strategies and Work Plans for these grants, the following new positions are being requested:

The COVID Screener-Bilingual position will be funded through the ELC/EDE Grant. The funding period is January 15, 2021 to July 31, 2023.

One of the COVID Response Team Utility positions will be funded through the IAP award. The funding period is July 1, 2021 to June 30, 2024.

The Fiscal and Technical Specialist IV position and one of the COVID Response Team Utility positions, will be funded through the WFD award. The funding period is July 1, 2021 to June 30, 2023.

The Chief Equity Officer position will be funded through the CERI award. The funding period is September 1, 2021 to May 31, 2023. This will be an At-Will, Management position.

Fiscal Impact:

There is no impact to the County General Fund. The positions are 100% grant funded.

The positions will terminate when the funding period ends or sooner depending on availability of grant funding.

The estimated cost for these positions for the remainder of FY 2021-2022 (Feb-June 2022) is:

COVID Screener-Bilingual - \$35,576 of which \$18,589 is salary and \$16,987 is the cost of benefits

Fiscal and Technical Specialist - \$41,435 of which \$22,662 is salary and \$18,773 is the cost of benefits

COVID Response Team Utilities - \$95,170 of which \$53,877 is salary and \$41,293 is the cost of benefits

Chief Equity Officer - \$60,375 of which \$35,831 is salary and \$24,544 is the cost of benefits

Prepared by Stephanie Butters, Fiscal and Administrative Officer

Submitted by Bryan Wheeler, Public Health Director



R22-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER
TO AMEND THE COUNTY OF MONO LIST OF ALLOCATED POSITIONS
TO ADD ONE COVID SCREENER-BINLIGUAL, ADD ONE FISCAL AND
TECHNICAL SPECIALIST IV, ADD TWO COVID RESPONSE TEAM UTILITIES,
AND ADD ONE CHIEF EQUITY OFFICER
IN THE DEPARTMENT OF PUBLIC HEALTH**

WHEREAS, the County of Mono maintains a list, of County job classifications, the pay ranges or rates for those job classifications, and the number of positions allocated by the Board of Supervisors for each of those job classifications on its List of Allocated Positions (or “Allocation List”); and

WHEREAS, the Allocation List identifies approved vacancies for recruitment and selection by Human Resources and implements collective bargaining agreements related to job classifications and pay rates; and

WHEREAS, the County seeks to provide public services in the most efficient and economical manner possible, which at times requires the modification of job classifications on the Allocation List; and

WHEREAS, it is currently necessary to amend the Allocation List as part of maintaining proper accountability for hiring employees to perform public services;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that:

The County Administrative Officer shall be authorized to amend the County of Mono List of Allocated Positions to reflect the following changes:

Increase the allocation of a full-time limited-term COVID Screener-Bilingual by one (1) (new total of one (1)) (salary range \$3,541-\$4,304 per month) with term ending July 31, 2023 or sooner depending on availability of grant funding.

Increase the allocation of a full-time limited-term Fiscal and Technical Specialist IV by one (1) (new total of five (5)) (salary range \$4,533-\$5,509 per month) with term ending June 30, 2023 or sooner depending on availability of grant funding.

1 Increase the allocation of a full-time limited-term COVID Response Team Utility by two
2 (2) (new total of two (2)) (salary range \$5,388-\$6,549 per month) with one term ending
3 June 30, 2023 or sooner depending on availability of grant funding and the other term
4 ending June 30, 2024 or sooner depending on availability of grant funding.

5 Increase the allocation of a full-time limited-term Chief Equity Officer by one (1) (new
6 total of one (1)) (salary range \$7,166-\$8,711 per month) with term ending May 31, 2023
7 or sooner depending on availability of grant funding.

8 **PASSED, APPROVED and ADOPTED** this 8th day of February 2022, by the following
9 vote, to wit:

10 **AYES:**

11 **NOES:**

12 **ABSENT:**

13 **ABSTAIN:**

14
15
16
17 _____
18 Bob Gardner, Chair
19 Mono County Board of Supervisors

20 **ATTEST:**

21 **APPROVED AS TO FORM:**

22
23 _____
24 Clerk of the Board

25
26
27 _____
28 County Counsel



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE February 8, 2022

Departments: Sheriff

TIME REQUIRED

SUBJECT Allocation List Amendment - Sheriff
Department

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed resolution authorizing the County Administrative Officer to amend the County of Mono List of Allocated Positions to change the title of Public Safety Officer to Correctional Deputy Sheriff; and Public Safety Sergeant to Correctional Sergeant.

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Ingrid Braun

PHONE/EMAIL: 7609327549 / ibraun@monosheriff.org

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution

History

Time	Who	Approval
1/25/2022 5:10 PM	County Counsel	Yes
1/25/2022 4:47 PM	Finance	Yes

2/3/2022 4:26 PM

County Administrative Office

Yes

MONO COUNTY
SHERIFF
A Commitment to Community Safety and Service



Ingrid Braun
Sheriff-Coroner

DATE: February 8, 2021
TO: The Honorable Board of Supervisors

Phillip West
Undersheriff

FROM: Ingrid Braun, Sheriff-Coroner

SUBJECT: Allocation List Amendment regarding Public Safety Officers

BACKGROUND:

Section 830.1(c) of the California Penal Code (PC) authorizes peace officer status to correctional officers of specified counties while on-duty and engaged in the performance of their duties, or when performing other law enforcement duties directed by his or her employing agency during a local state of emergency. Mono County was not included in the list of specified counties.

With this Board's support, the Sheriff's Office sought a legislative remedy to have Mono County included in the list of counties in 830.1(c) PC. This important change would be a force multiplier and an added tool for the County. It would allow correctional officers to be armed while performing corrections-related tasks, such as transports. It would also allow the Sheriff to deploy correctional officers during a local state of emergency, increasing available resources to assist emergency management.

The Sheriff's Office partnered with Assembly Member Bigelow on Assembly Bill 779, which added the Counties of Del Norte, Madera, Mono and San Mateo to the list of counties noted in 830.1(c) PC. AB 779 passed through both the Assembly and Senate and was signed into law by Governor Newsom, taking effect January 1, 2021.

DISCUSSION:

All current correctional staff are trained to California standards for Correctional Deputies. The current hiring standards and training requirements also meet the California standards for Correctional Deputies. To properly reflect the changes authorized by AB 779, the Sheriff's Office recommends changing the titles of all correctional staff. A Public Safety Officer will now be a Correctional Deputy Sheriff; a Public Safety Sergeant will be a Correctional Sergeant; and a Public Safety Lieutenant will be a Correctional Lieutenant. Additionally, the Mono County Public Safety Officers' Association decided to change the name of their labor union to Mono County Correctional Deputy Sheriffs' Association. These title changes would not change any existing Memorandums of Understanding or contracts.

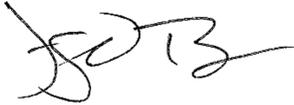
RECOMMENDATION:

Approve Board of Supervisors Resolution amending the Mono County Allocation list to change the title of Public Safety Officer to Correctional Deputy Sheriff; Public Safety Sergeant to Correctional Sergeant; and Public Safety Lieutenant to Correctional Lieutenant.

FINANCIAL IMPACT:

There is no impact to the general fund.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'IB' with a stylized flourish.

Ingrid Braun
Sheriff-Coroner



R22-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS AUTHORIZING THE COUNTY ADMINISTRATIVE
OFFICER TO AMEND THE COUNTY OF MONO LIST OF ALLOCATED
POSITIONS TO CHANGE THE TITLE OF PUBLIC SAFETY OFFICER TO
CORRECTIONAL DEPUTY SHERFF; AND PUBLIC SAFETY SERGEANT TO
CORRECTIONAL SERGEANT**

WHEREAS, the County of Mono maintains a list of County job classifications, the pay ranges or rates for those job classifications, and the number of positions allocated by the Board of Supervisors for each of those job classifications on its List of Allocated Positions (or “Allocation List”); and

WHEREAS, the Allocation List identifies approved vacancies for recruitment and selection by Human Resources and implements collective bargaining agreements related to job classifications and pay rates; and

WHEREAS, the County seeks to provide public services in the most efficient and economical manner possible, which at times requires the modification of the job classifications on the Allocation List; and

WHEREAS, it is currently necessary to amend the Allocation List as part of maintaining proper accounting for hiring employees to perform public services.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that that the County Administrative Officer is authorized to amend the County of Mono List of Allocated Positions to reflect the following changes:

//
//
//
//
//
//

1 Change the title of all sixteen (16) allocated positions of PUBLIC SAFETY OFFICER
2 I/II to CORRECTIONAL DEPUTY I/II.

3 Change the title of all three (3) allocated positions of PUBLIC SAFETY SERGEANT
4 I/II to CORRECTIONAL SERGEANT I/II.

5
6 **PASSED, APPROVED and ADOPTED** this 8th day of February, 2022, by the
7 following vote, to wit:

8 **AYES:**

9 **NOES:**

10 **ABSENT:**

11 **ABSTAIN:**

12 _____
13 Bob Gardner, Chair
14 Mono County Board of Supervisors

15 **ATTEST:**

16 **APPROVED AS TO FORM:**

17 _____
18 Clerk of the Board

19 _____
20 County Counsel



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE February 8, 2022

TIME REQUIRED

SUBJECT Letter to the Board of Supervisors
Regarding Projects Proposed to the
Wildlife Conservation Board

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Letter to the Board of Supervisors regarding projects proposed to the Wildlife Conservation Board for its February 24, 2022, Board Meeting.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: 760-932-5535 / despinosa@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Letter</p>

History

Time	Who	Approval
1/25/2022 5:11 PM	County Counsel	Yes
1/25/2022 5:00 PM	Finance	Yes
2/3/2022 4:27 PM	County Administrative Office	Yes



GAVIN NEWSOM, Governor
NATURAL RESOURCES AGENCY
DEPARTMENT OF FISH AND WILDLIFE
WILDLIFE CONSERVATION BOARD
Mailing Address: P.O. Box 944209
Sacramento, California 94244-2090
www.wcb.ca.gov
(916) 445-8448

Mono County Board of Supervisors
P.O. Box 715
Bridgeport, CA 93517

1/24/2022

CENTENNIAL POINT RANCH CONSERVATION EASEMENT
MONO COUNTY
PROJECT ID: 2021118

Dear Board Members:

The California Department of Fish and Wildlife (CDFW), through the Wildlife Conservation Board (WCB), is involved in a land acquisition program focused on the long-range protection and enhancement of habitat for fish and wildlife. The CDFW identifies sites considered for acquisition in response to public interest, legislative mandate and departmental goals.

I am writing to advise you that the WCB will consider the allocation of a grant to the Eastern Sierra Land Trust to assist in its acquisition of a conservation easement 1,741± acres of land for the preservation and enhancement of wildlife habitat located in Mono County and identified as Assessor's Parcel Nos. 011-050-010(portion), 011-050-016, 011-020-015, 011-020-016, 011-020-021, 008-133-032, 008-133-034, 008-080-008, 008-142-025, 008-143-001, 011-020-006, 008-060-014. The proposal is scheduled to be presented at the February 24, 2022, Board meeting. An electronic copy of the preliminary agenda is available for your review at www.wcb.ca.gov under News and Announcements. A more complete description of each proposal will be contained in the final meeting Agenda, which will be available at www.wcb.ca.gov ten days prior to the Board meeting.

We would also like to inform you that a portion of the property involved in this project is encumbered by a Land Conservation Contract under the Williamson Act. The WCB's proposed grant is to assist the Eastern Sierra Land Trust in the acquisition of a conservation easement for the purposes of providing habitat protection and to maintain historical agricultural practices. The property will remain in private ownership and continue as a working ranch; consequently, the agricultural intent of the Land Conservation Contract will still apply.

If you have any questions about this proposal or need additional information, please feel free to contact me at (916) 205-4730.

Sincerely,

DocuSigned by:

FFB2B729029842B...
John P. Donnelly
Executive Director

Mono County Board of Supervisors
Centennial Point Ranch Conservation Easement
Project ID: 2021118
Page Two

Enclosure(s)

ec: The Honorable Andreas Borgeas
andreas.borgeas@sen.ca.gov

The Honorable Franklin Bigelow
franklin.bigelow@asm.ca.gov

Heidi Calvert, Acting Regional Manager
CDFW, Inland Deserts Region (6)



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE February 8, 2022

Departments: CAO, Public Health

TIME REQUIRED 15 minutes

SUBJECT COVID-19 (Coronavirus) Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

Robert C. Lawton, CAO, Bryan
Wheeler, Public Health Director, Dr.
Caryn Slack, Public Health Officer

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Update on Countywide response and planning related to the COVID-19 pandemic.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Robert C. Lawton

PHONE/EMAIL: 760-932-5415 / rlawton@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p>No Attachments Available</p>
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History

Time	Who	Approval
2/3/2022 3:53 AM	County Counsel	Yes
2/1/2022 11:18 AM	Finance	Yes
2/3/2022 4:27 PM	County Administrative Office	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 8, 2022

Departments: Community Development

TIME REQUIRED 30 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Bentley Regehr, Planning Analyst

SUBJECT Workshop: Accessory Dwelling Unit
Prescriptive Designs

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Presentation by Bentley Regehr regarding accessory dwelling unit prescriptive designs.

RECOMMENDED ACTION:

- 1) Select four units for full development of prescriptive design plans, or
- 2) Direct staff to return at midyear budget with a proposal to fund all five prescriptive designs, which would require an additional \$12,000.
- 3) Provide any desired direction to staff.

FISCAL IMPACT:

None at this time; an additional \$12,000 for a fifth design could be funded through midyear budget adjustments.

CONTACT NAME: Bentley Regehr

PHONE/EMAIL: 760-924-4602 / bregehr@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> ADU Designs Staff Report
<input type="checkbox"/> ADU designs
<input type="checkbox"/> Chapter 16

History

Time	Who	Approval
2/3/2022 12:09 PM	County Counsel	Yes
2/1/2022 3:55 PM	Finance	Yes
2/3/2022 4:27 PM	County Administrative Office	Yes

Mono County Community Development

P.O. Box 347
Mammoth Lakes, CA 93546
(760) 924-1800, fax 924-1801
commdev@mono.ca.gov

P.O. Box 8
Bridgeport, CA 93517
(760) 932-5420, fax 932-5431
www.monocounty.ca.gov

February 8, 2022

To: Mono County Board of Supervisors

From: Bentley Regehr & Wendy Sugimura – Community Development

Re: ACCESSORY DWELLING UNIT PRESCRIPTIVE DESIGNS WORKSHOP

RECOMMENDATION

1. Select four units for full development of prescriptive design plans, or
2. Direct staff to return at midyear budget with a proposal to fund all five prescriptive designs, which would require an additional \$12,000.
3. Provide any desired direction to staff.

FINANCIAL IMPACT

None at this time. Funding decisions would be considered during midyear budget adjustments.

BACKGROUND

In April 2020, Mono County Community Development was awarded \$160,000 through the Senate Bill-2 (SB-2) grant to fund projects that would accelerate housing production. Approximately half of the grant is being used to update the County's Vehicle Miles Traveled (VMT) model and Greenhouse Gas Emissions (GHG) streamlining checklist for development proposals, while the other half is dedicated to creating a package of prescriptive designs for Accessory Dwelling Units (ADUs). There are also \$4,980 in General Fund dollars contributed to the project.

ADUs have been identified at both the state and county level as a target strategy to address housing needs. ADUs are typically smaller units and are therefore more affordable by design. The focus on ADUs was supported by the State's updated standards in 2020 and the County's subsequent 2021 update to its ADU section of the Land Use Element (Chapter 16). The updated standards provide for increased size and more flexibility on the number of ADUs that may be permitted, and relax setback standards, among other regulations.

In August 2021, Community Development contracted with RRM Design Group to create four ADU prescriptive designs. Prescriptive designs allow an applicant to forgo the cost and time associated with engineering and design work. Staff has worked with RRM to refine draft designs and narrow down to five potential options. A summary of the proposed designs is discussed below.

The designs were taken to the following RPACs for feedback: Bridgeport Valley (January 11), Mono Basin (January 12), Long Valley (January 20), June Lake CAC (February 2), and Antelope Valley (February 3). The designs were also presented at the January 20 Planning Commission. Feedback is summarized here:

- All RPACs that were presented to by the publishing of this staff (January 31) and the Planning Commission supported funding all five designs.
- The Mono Basin RPAC and Bridgeport Valley RPAC preferred eliminating one of the one-bedroom designs (if a fifth design is not funded), citing a desire to provide a wide range of sizes. The Bridgeport Valley RPAC specifically favored designs 1, 2, 4, and 5.
- The Mono Basin RPAC cited a desire to have the ability for both gas and electric hookups.
- The Long Valley RPAC wanted to review the designs after the meeting before providing feedback on a preferred design.
- All RPACs and the Planning Commission inquired about cost to build which the County cannot estimate; costs are dependent on individual contractors and potentially site-specific issues.
- Feedback from June Lake CAC and Antelope Valley RPAC will be presented during the Board item.

DISCUSSION

Attachment 1 outlines the five proposed options. The options include one studio, two one-bedroom, and two two-bedroom plans. Each plan comes in both a “mountain” and “high desert” architectural style. All plans are designed to meet the snow load requirements for all communities in the county, including almost all areas of the Town of Mammoth Lakes.

One of the primary goals of the design process is to create plans that are easily transferrable to a variety of situations. Each plan has a compact footprint suitable for a wide range of lot sizes and contains several customizable material options for applicants. The size of the units allows for ministerial approval, assuming all other basic requirements are met (a Director Review permit or Use Permit is required for ADUs that exceed size thresholds, as defined in Chapter 16 of the Mono County General Plan). Short-term rentals would be prohibited in the prescriptive design ADUs and the units could, if desired, also be used as primary residences.

The units are designed to maximize construction affordability and efficiency by accounting for standard sizes of construction materials and including energy efficiency calculations that meet California Building Code Title 24, as well as mechanical, electrical, and plumbing details. Site-specific information, such as a site plan, geotechnical report, etc., would still need to be provided by the applicant.

Staff is seeking feedback on the designs and select four preferred designs for full development. Alternatively, the Board could direct staff to pursue all five designs, which would require an additional \$12,000. Budget savings from various Community Development Department divisions and line items could fund this amount, or the Board could choose to utilize Housing Trust Funds, such as the \$15,080.87 in Housing Mitigation Fees that were collected in FY 2021.

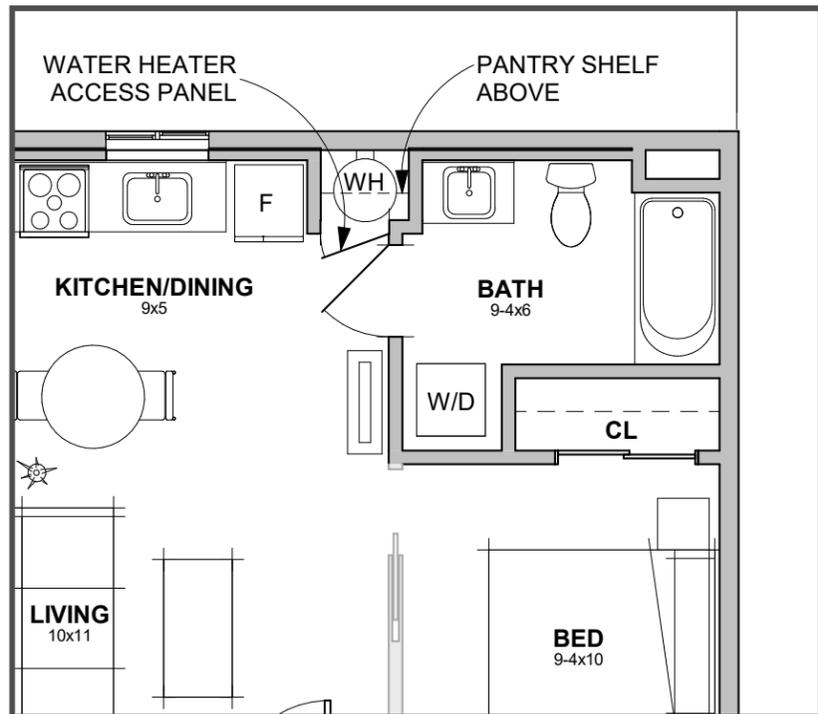
This staff report has been reviewed by the Community Development Director. For questions, please contact Bentley Regehr at 760-924-4602 or bregehr@mono.ca.gov.

Attachment

1. Proposed ADU prescriptive designs
2. Chapter 16, Accessory Dwelling Units

ACCESSORY DWELLING UNIT

SCHEMATIC DESIGN PACKAGE



MONO COUNTY
PLANNING DIVISION-DESIGN REVIEW
 PROTOTYPE ADU DESIGN-SCHEMATIC DESIGN

SHEET INDEX

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A-4	PLAN 1 - HIGH DESERT
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A-6	PLAN 2 - RURAL MOUNTAIN
A-7	PLAN 2 - HIGH DESERT
A-8	PLAN 3 - 1-BEDROOM - 692 SF: FLOOR PLAN
A-9	PLAN 3 - RURAL MOUNTAIN
A-10	PLAN 3 - HIGH DESERT
A-11	PLAN 4 - 2-BEDROOM - 839 SF: FLOOR PLAN
A-12	PLAN 4 - RURAL MOUNTAIN
A-13	PLAN 4 - HIGH DESERT



PLAN 1 (SHOWN AS RURAL MOUNTAIN)



PLAN 2 (HIGH DESERT)



PLAN 3 (SHOWN AS RURAL MOUNTAIN)

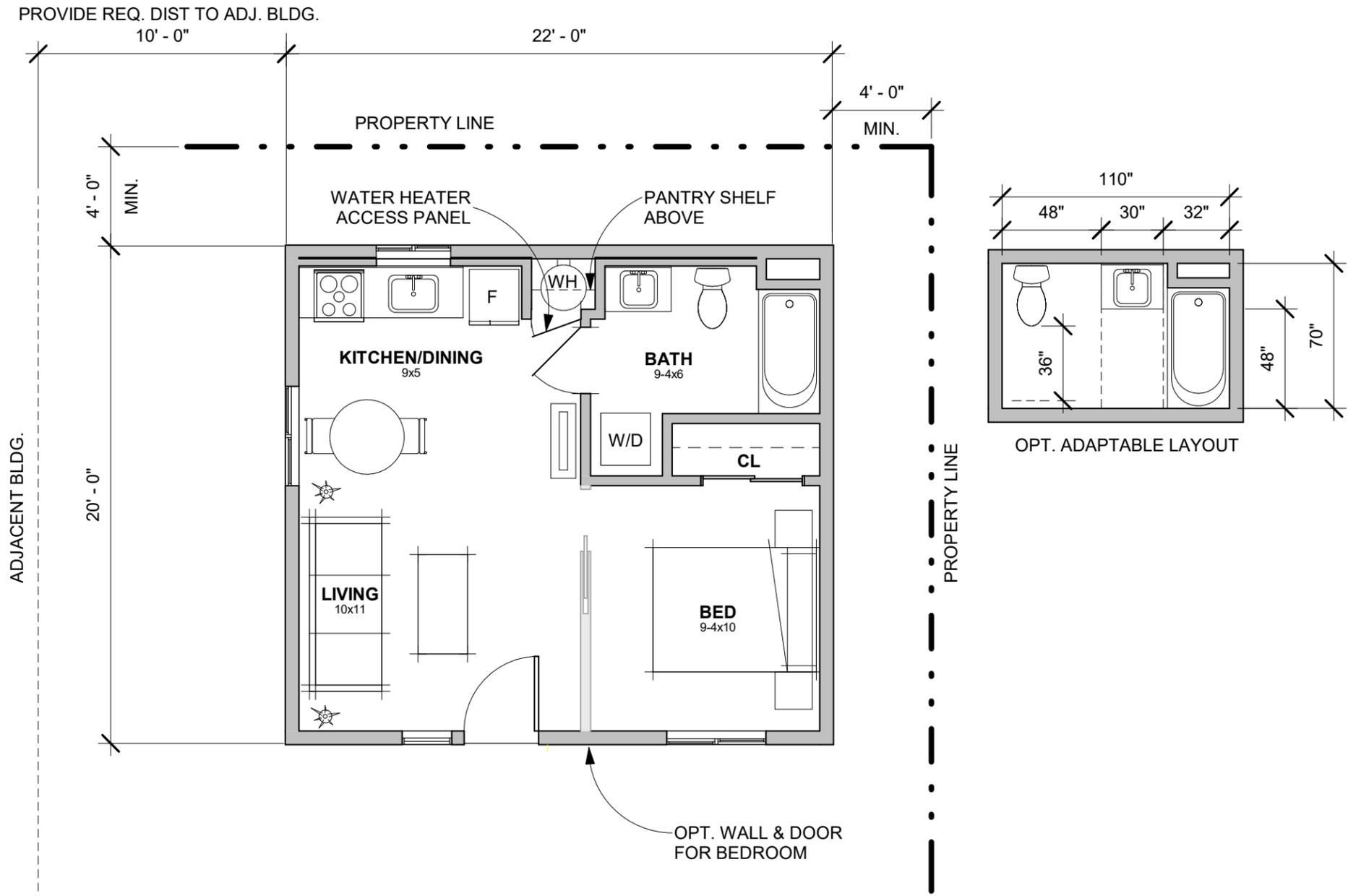


PLAN 4 (HIGH DESERT)

ARCHITECT
 COMPANY: RRM DESIGN GROUP
 CONTACT: RANDY RUSSOM
 EMAIL: RWRUSSOM@RRMDESIGN.COM
 PH: (805) 543-1794

CLIENT
 JURISDICTION: MONO COUNTY
 CONTACT: TOM PERRY
 EMAIL: TPERRY@MONO.CA.GOV





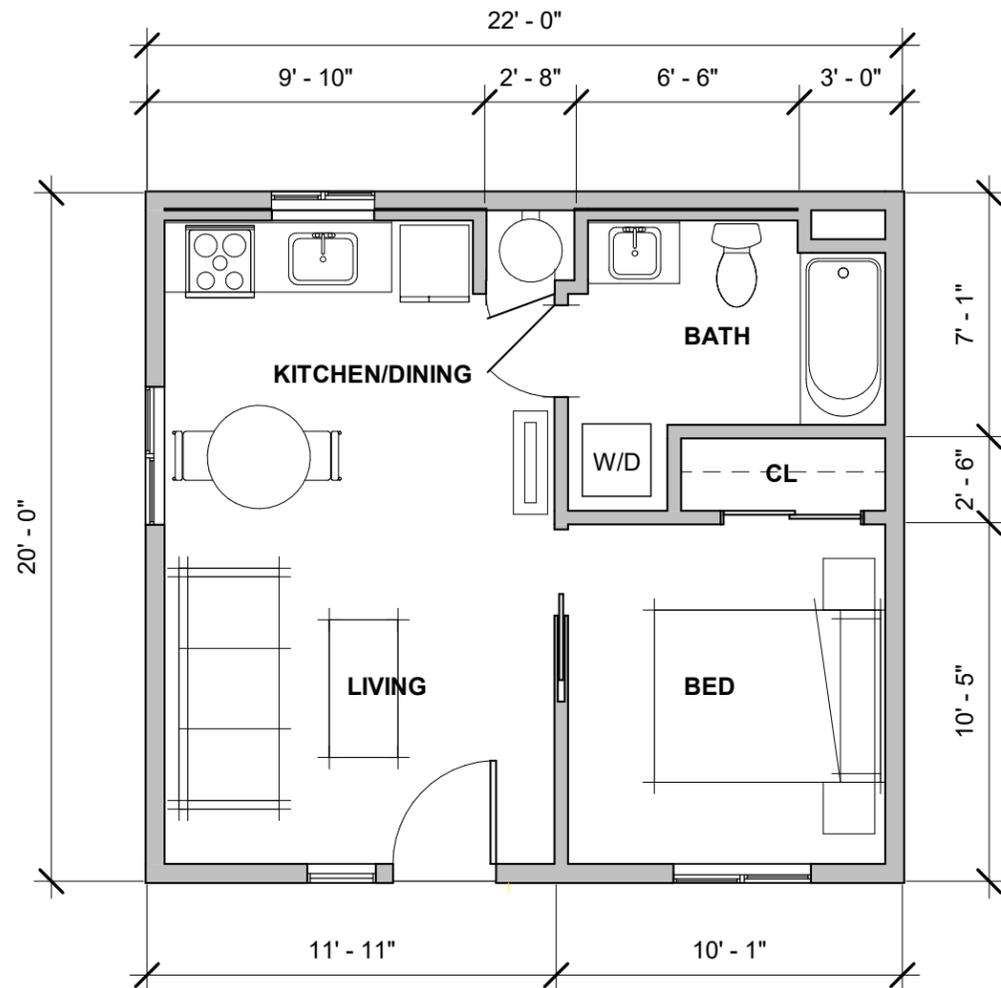
1 GROUND FLOOR PLAN
 3/16" = 1'-0"



UNIT 1 - STUDIO 440SF
MONO COUNTY ADU PROTOTYPES

PLANNING REVIEW DATE: 1/04/2022

2340-01-CU21

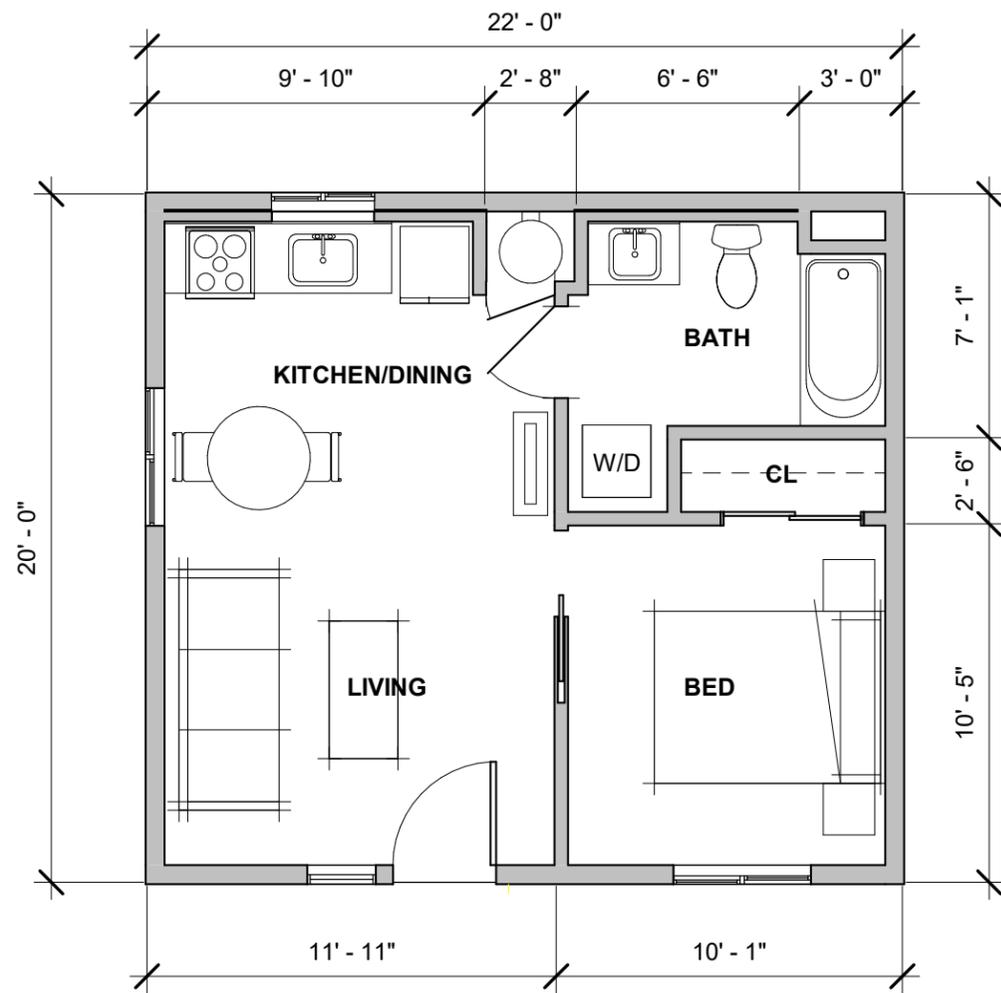


1 GROUND FLOOR PLAN
 3/16" = 1'-0"



2 RURAL MOUNTAIN PERSPECTIVE



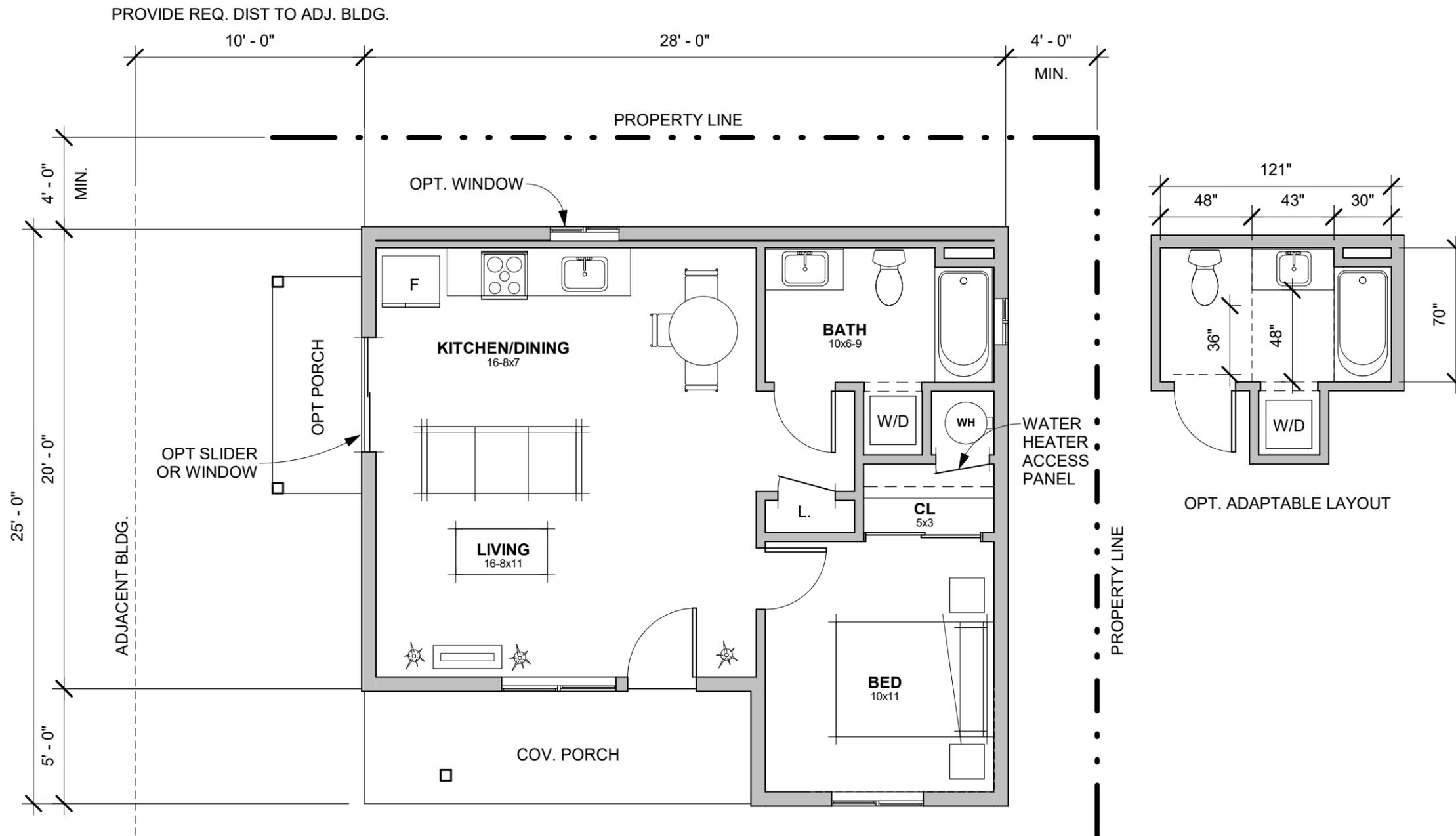


1 **GROUND FLOOR PLAN**
 3/16" = 1'-0"



2 **HIGH DESERT PERSPECTIVE**





1 GROUND FLOOR PLAN

3/16" = 1'-0"

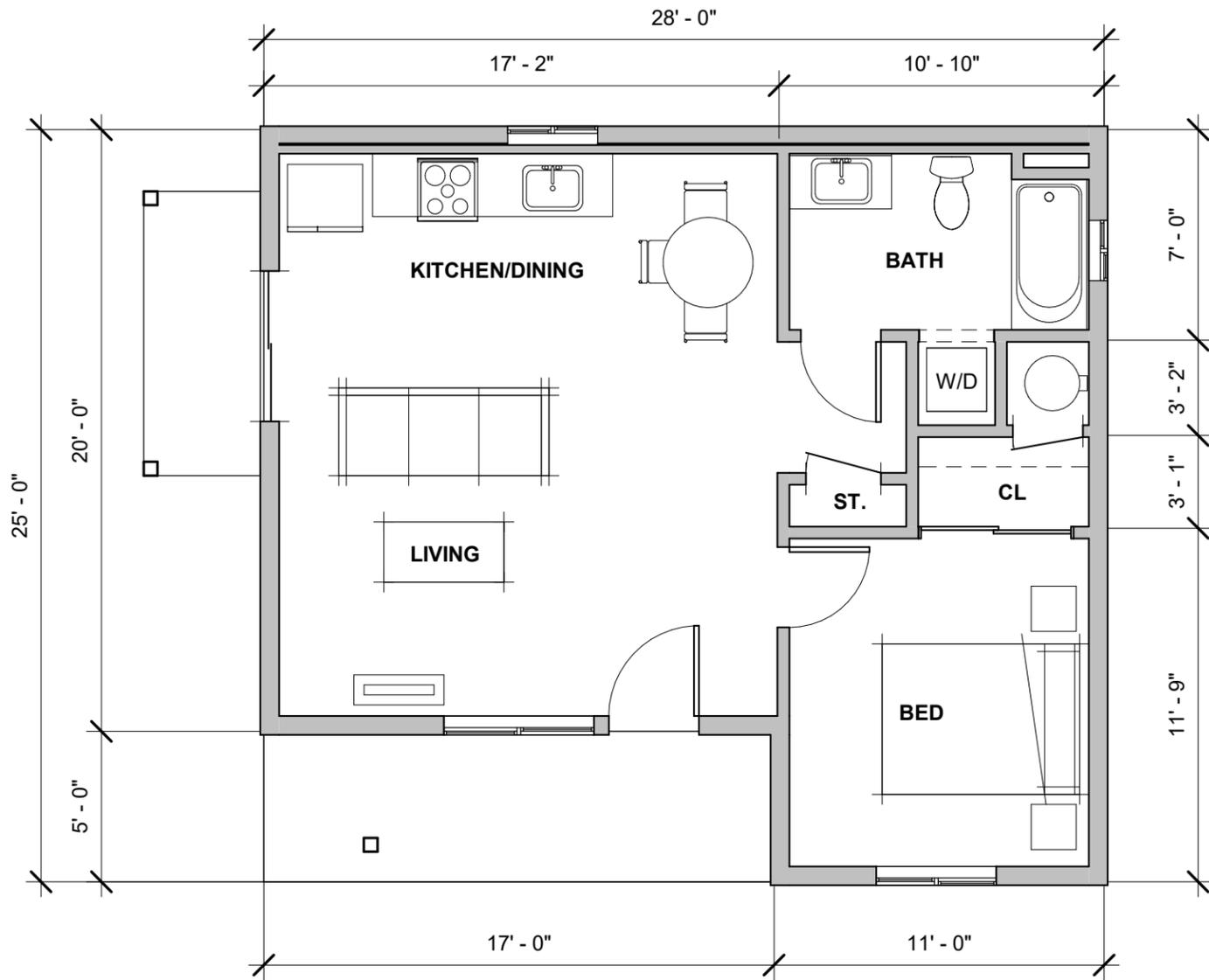


UNIT 2 - 1 BEDROOM 615SF
MONO COUNTY ADU PROTOTYPES

PLANNING REVIEW DATE: 1/04/2022

2340-01-CU21

A-6

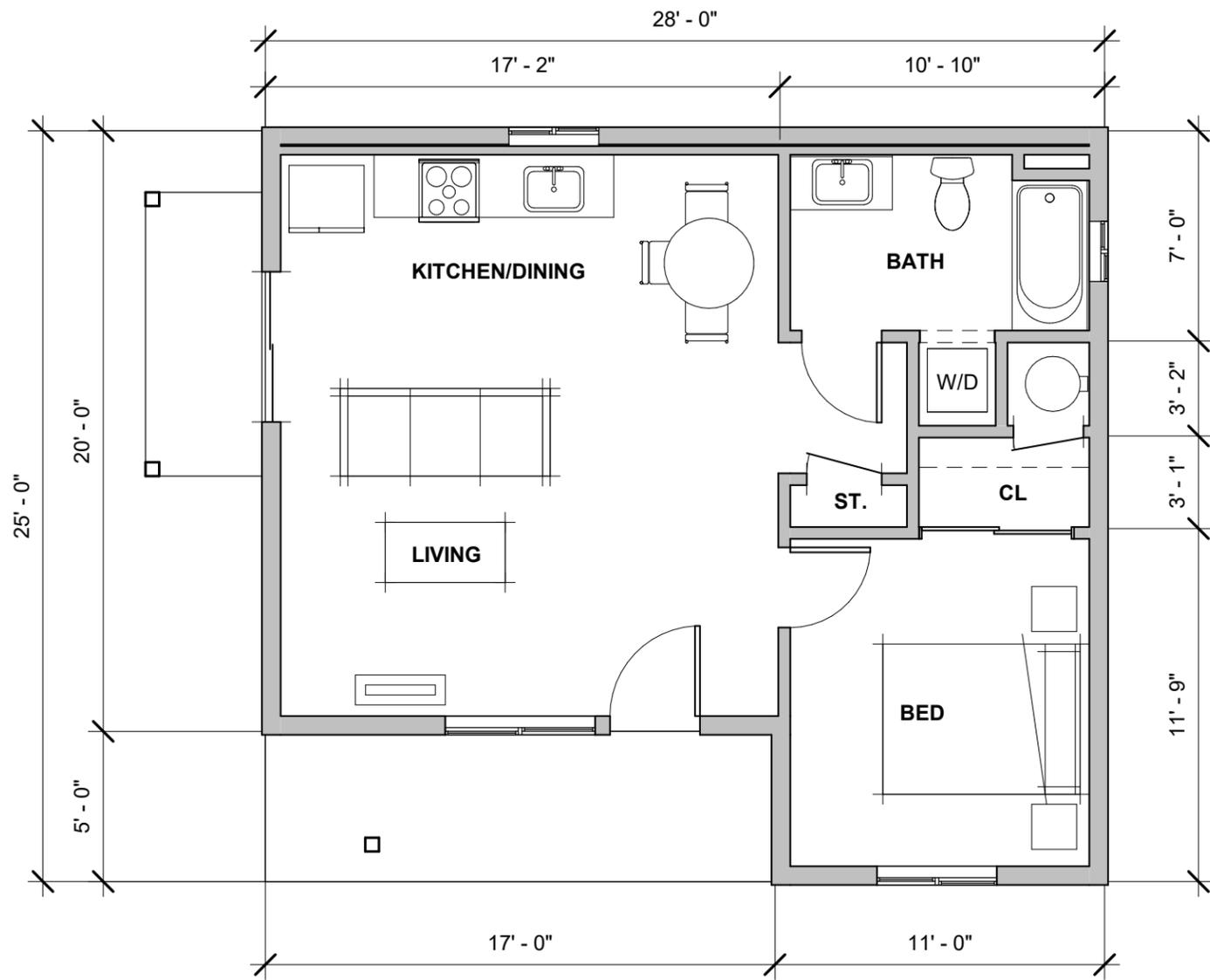


1 **GROUND FLOOR PLAN**
 3/16" = 1'-0"



2 **RURAL MOUNTAIN PERSPECTIVE**



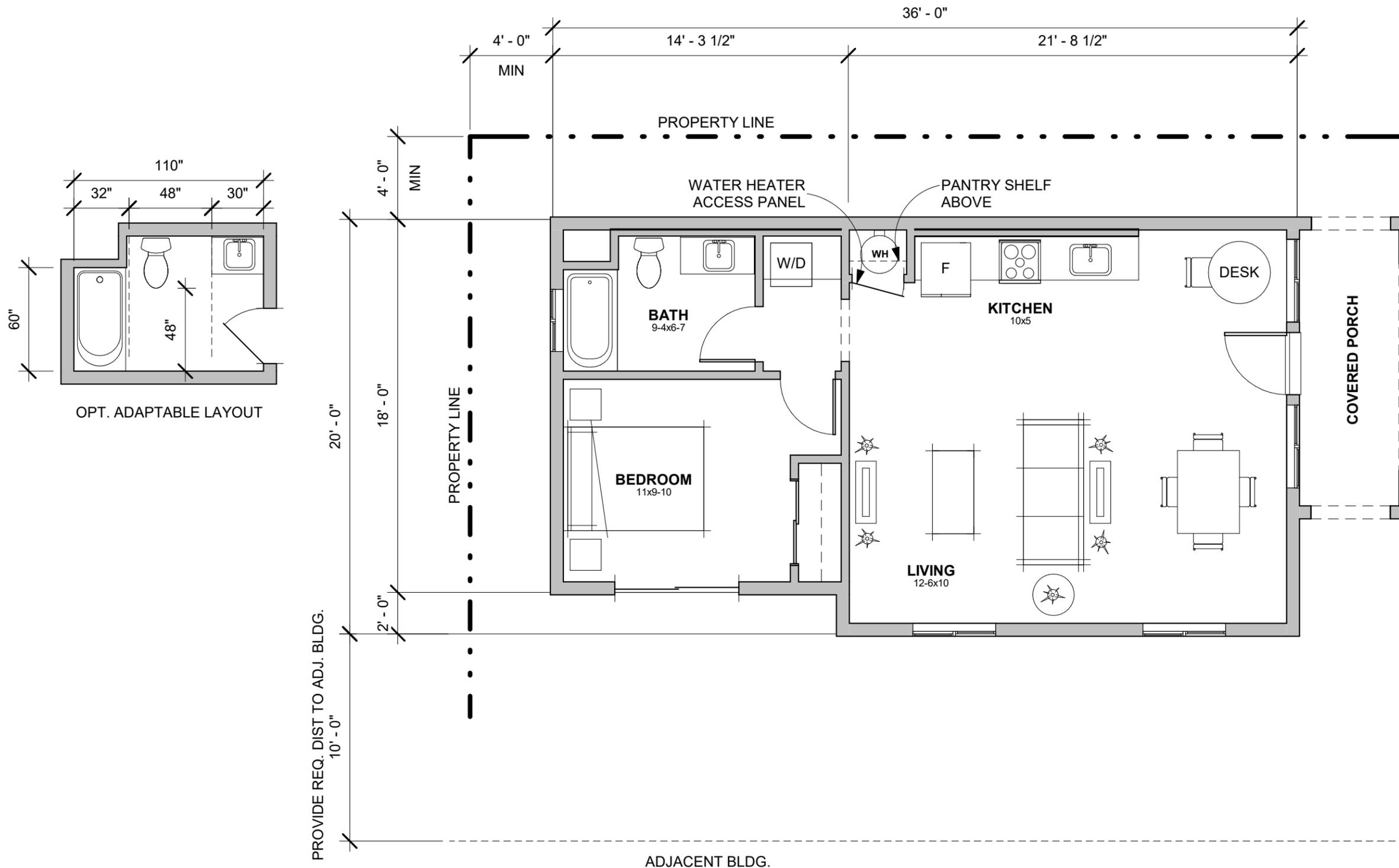


1 **GROUND FLOOR PLAN**
 3/16" = 1'-0"



2 **HIGH DESERT PERSPECTIVE**





1 GROUND FLOOR PLAN

3/16" = 1'-0"

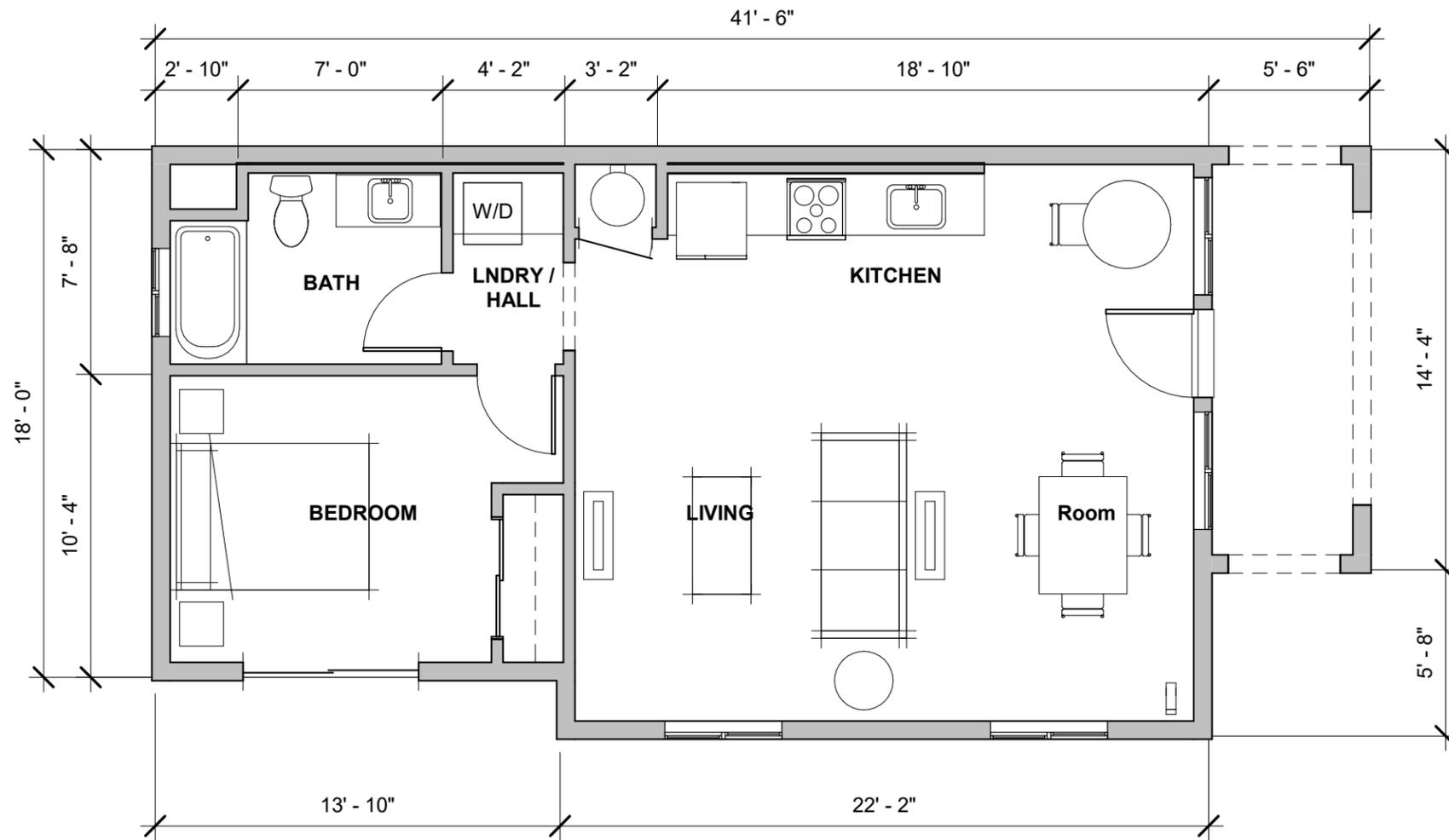


UNIT 3 - 1 BED 692SF
MONO COUNTY ADU PROTOTYPES

PLANNING REVIEW DATE: 1/04/2022

2340-01-CU21

A-9



1 **GROUND FLOOR PLAN**
3/16" = 1'-0"

2 **RURAL MOUNTAIN PERSPECTIVE**

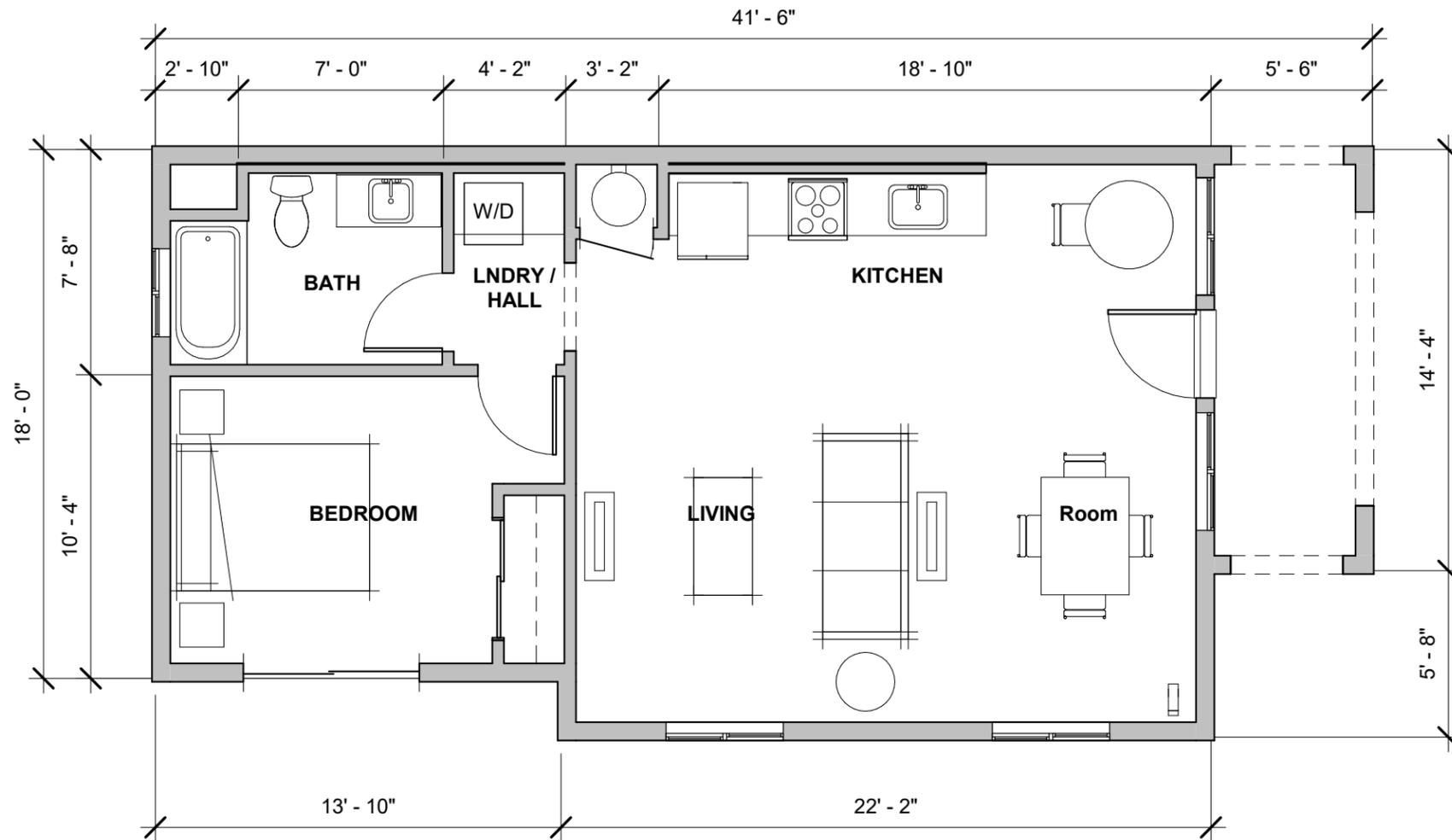


UNIT 3 - RURAL MOUNTAIN STYLE
MONO COUNTY ADU PROTOTYPES

PLANNING REVIEW DATE: 1/04/2022

2340-01-CU21

A-10



1 GROUND FLOOR PLAN
 3/16" = 1'-0"

2 HIGH DESERT PERSPECTIVE

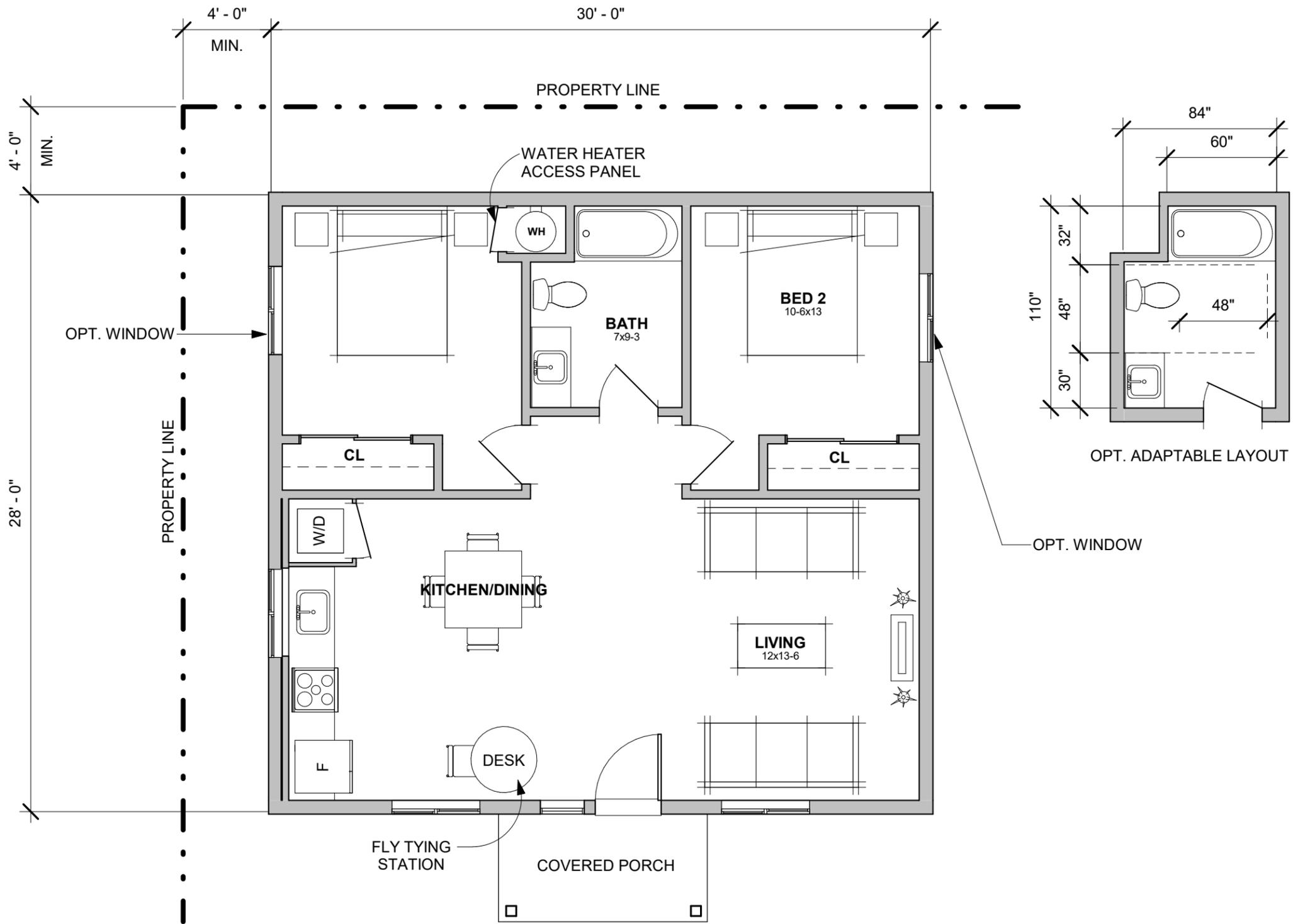


UNIT 3 - HIGH DESERT STYLE
MONO COUNTY ADU PROTOTYPES

PLANNING REVIEW DATE: 1/04/2022

2340-01-CU21

A-11



1 GROUND FLOOR PLAN
 3/16" = 1'-0"

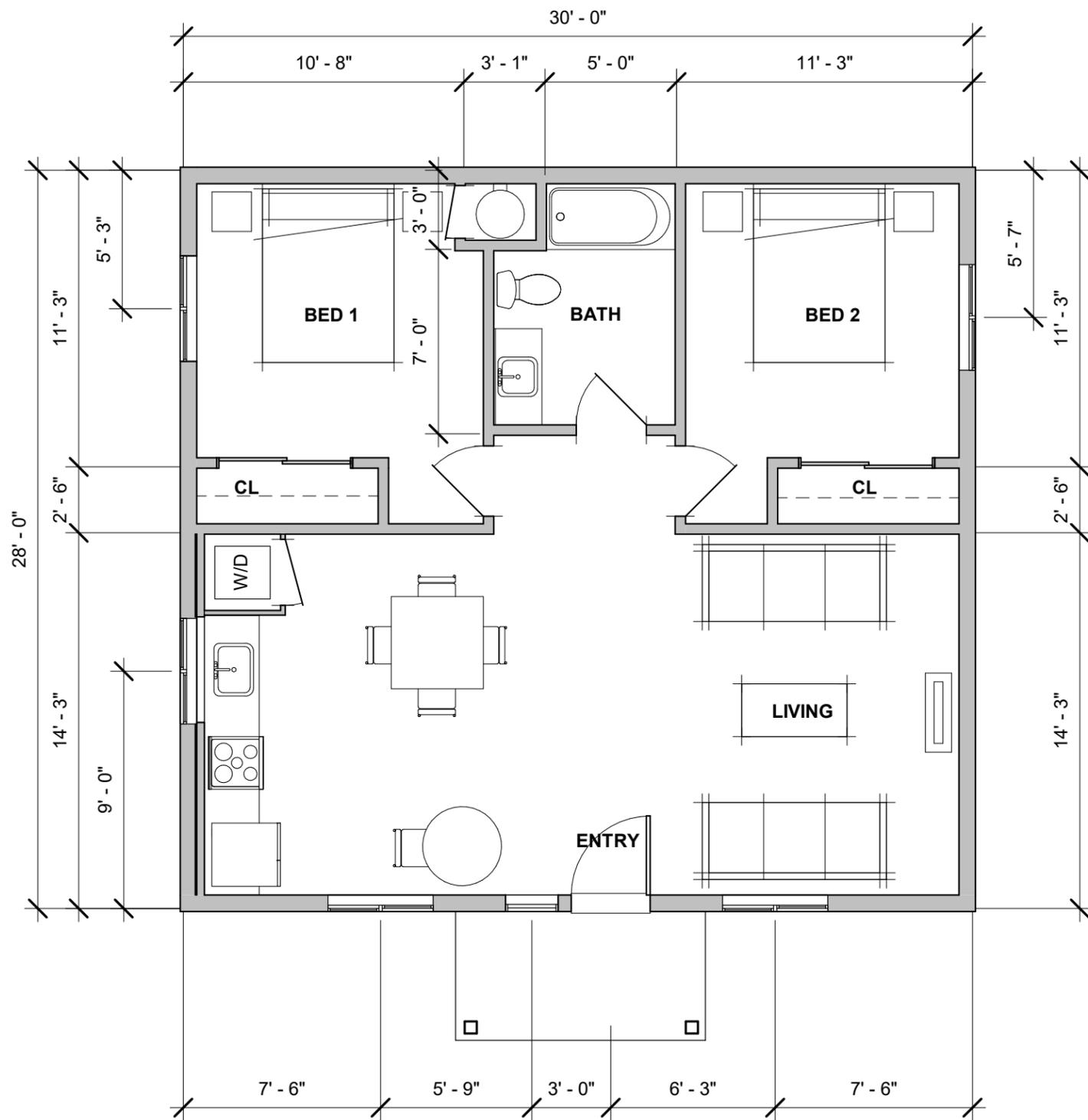


UNIT 4 - 2 BED 839SF
MONO COUNTY ADU PROTOTYPES

PLANNING REVIEW DATE: 1/04/2022

2340-01-CU21

A-12

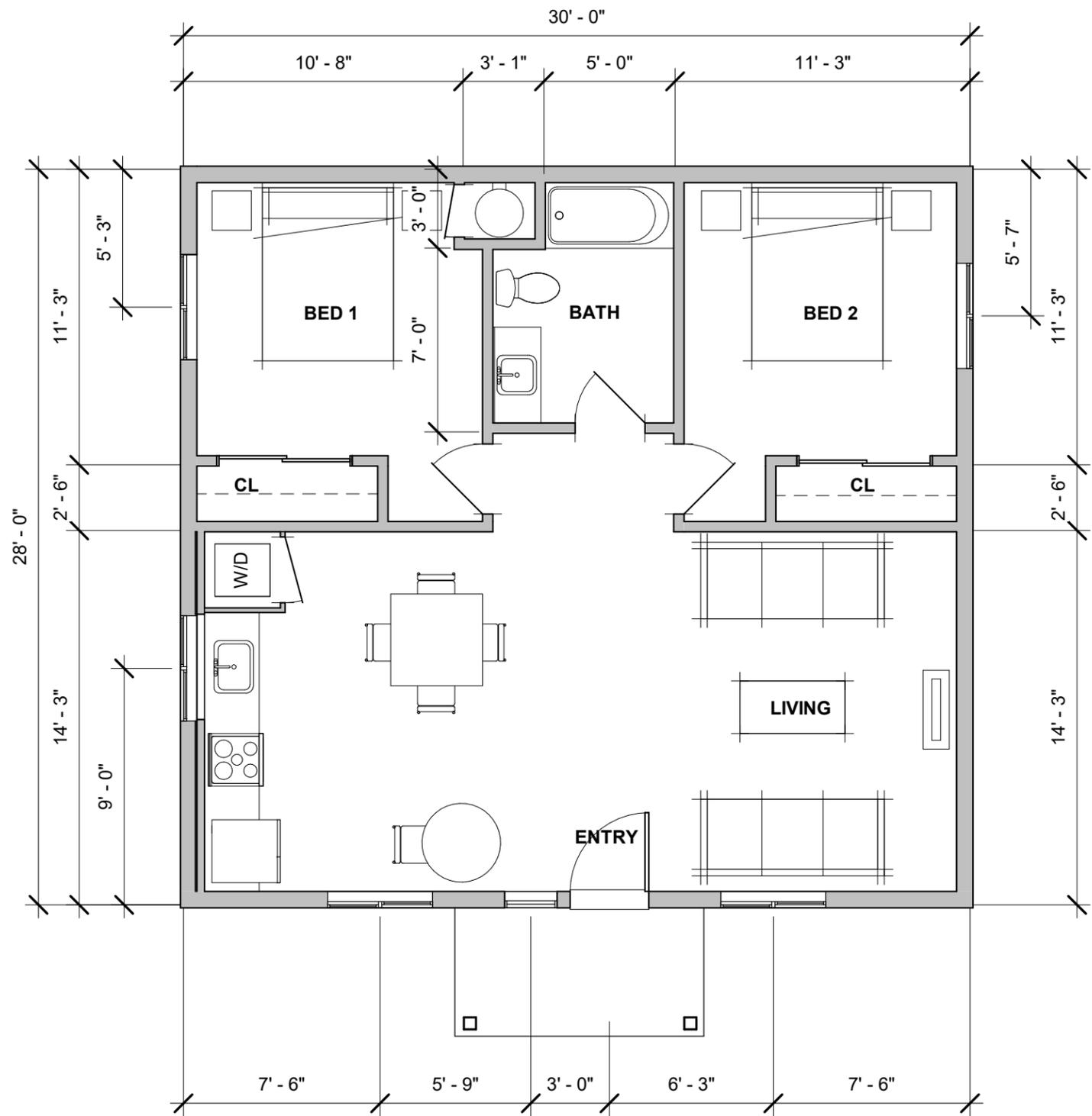


1 **GROUND FLOOR PLAN**
3/16" = 1'-0"



2 **RURAL MOUNTAIN PERSPECTIVE**



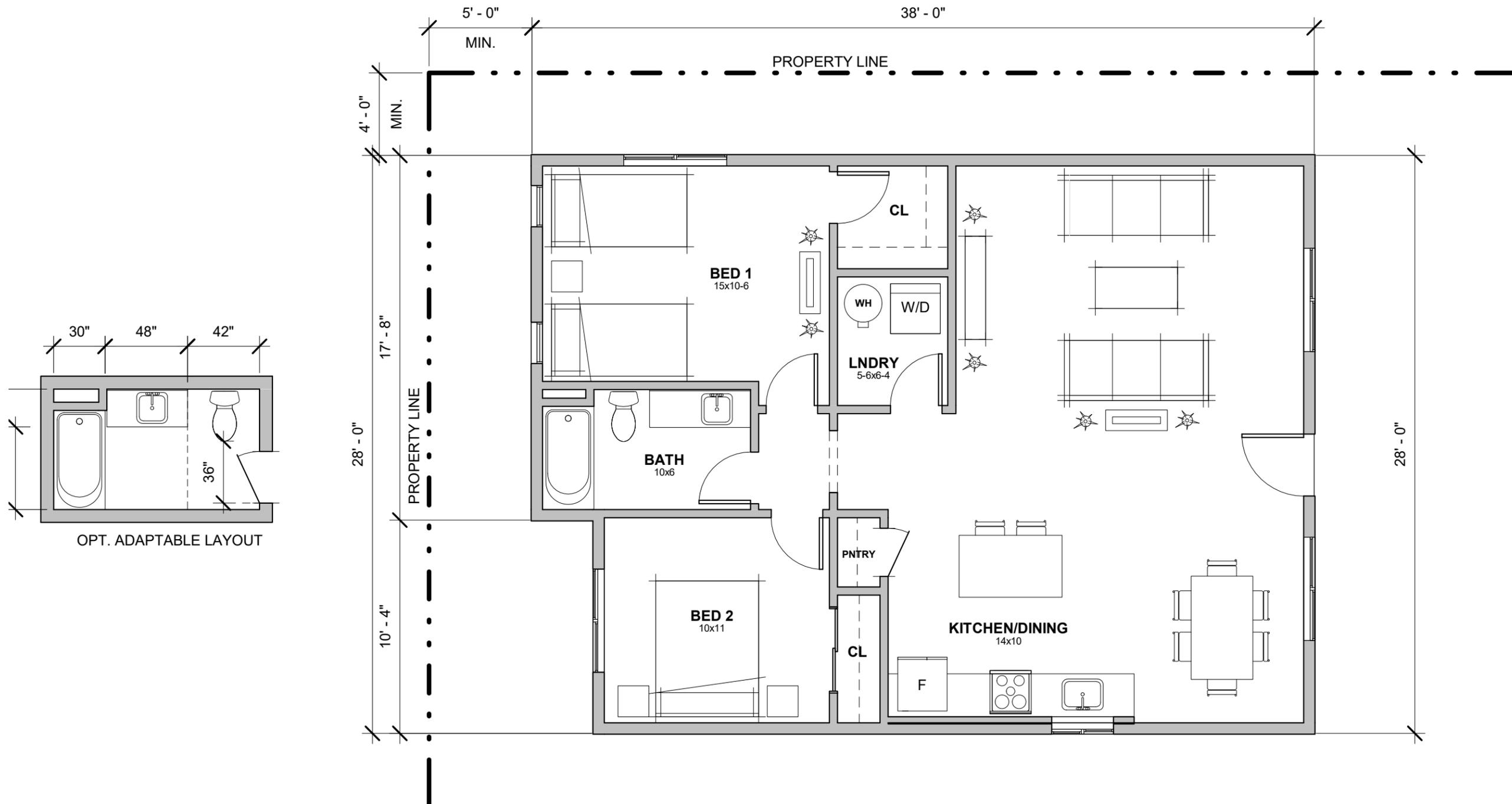


1 GROUND FLOOR PLAN
 $3/16" = 1'-0"$



2 HIGH DESERT PERSPECTIVE





1 GROUND FLOOR PLAN
 3/16" = 1'-0"

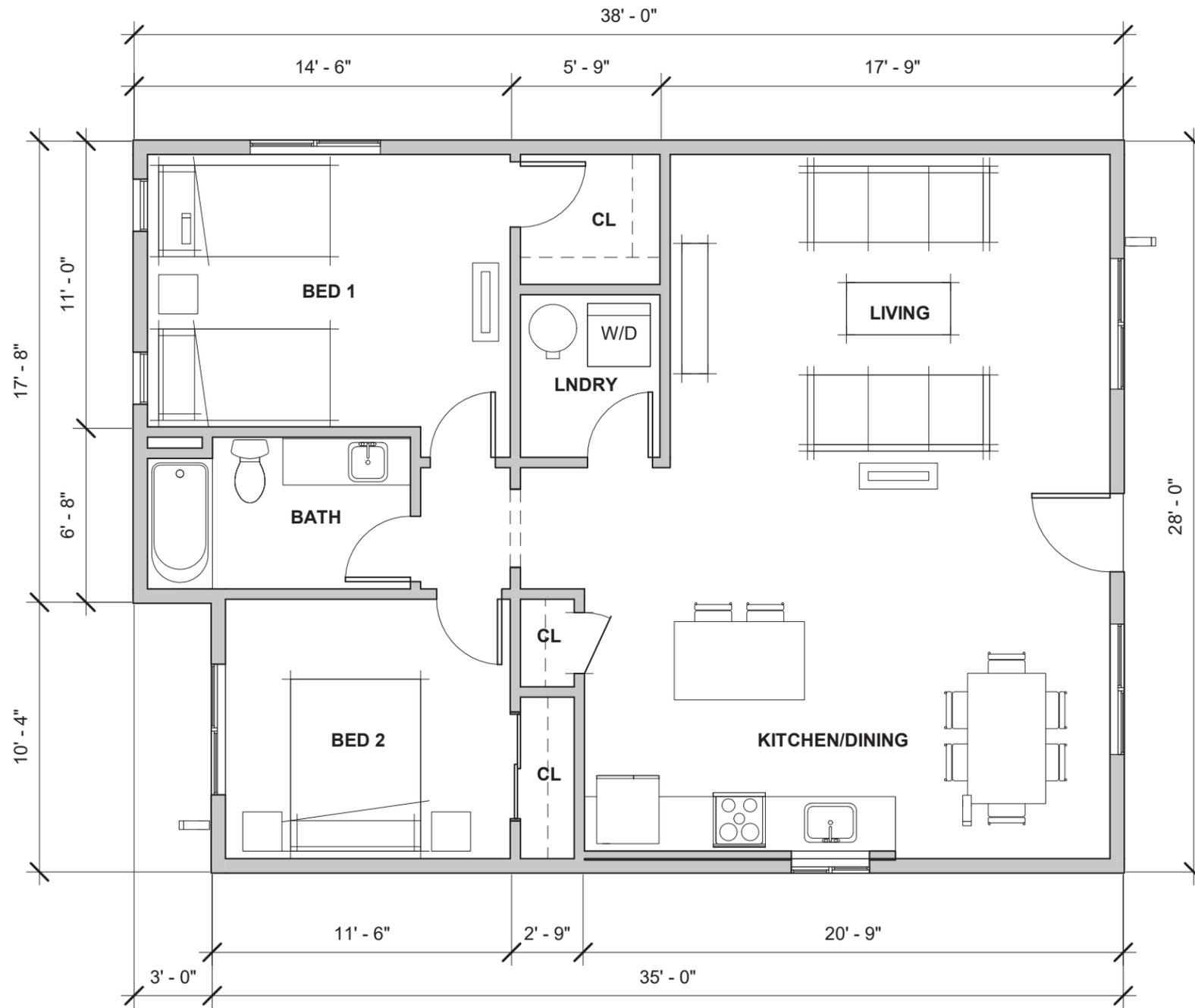


UNIT 5 - 2 BED 1000 SF
MONO COUNTY ADU PROTOTYPES

PLANNING REVIEW DATE: XX/XX/XXXX

2340-01-CU21

A-15

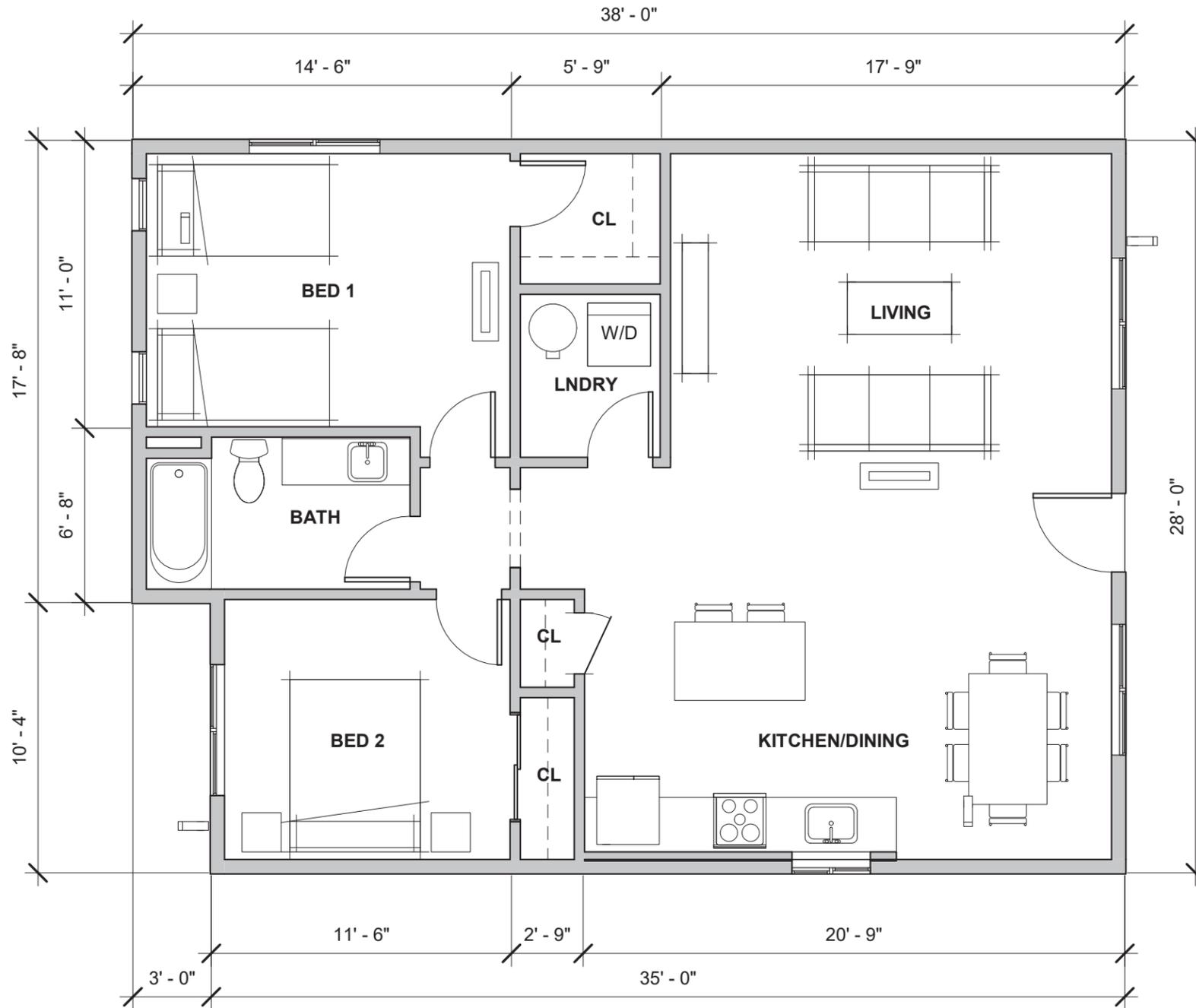


1 GROUND FLOOR PLAN
 3/16" = 1'-0"



2 RURAL MOUNTAIN PERSPECTIVE





1 GROUND FLOOR PLAN
 3/16" = 1'-0"



2 HIGH DESERT PERSPECTIVE



UNIT 5 - HIGH DESERT STYLE
MONO COUNTY ADU PROTOTYPES

PLANNING REVIEW DATE: XX/XX/XXXX

2340-01-CU21

A-17

DEVELOPMENT STANDARDS
CHAPTER 16 – ACCESSORY DWELLING UNITS**Sections:**

16.010	Intent.
16.015	Consistency with State Law.
16.020	Definition.
16.030	Applicable Land Use Designations.
16.040	General Provisions.
16.050	Standards for Accessory Dwelling Units.

16.010 Intent.

The intent of this chapter is to allow for Accessory Dwelling Units in accordance with State law in order to provide additional affordable housing opportunities, including housing for the elderly in Mono County.

16.015 Consistency with State Law.

This chapter is consistent with State Law, including AB 881, AB 670, AB 587, AB 671, AB 68, and SB 13.

16.020 Definition.

"Accessory Dwelling Unit" (also referred to as "dependent," "Secondary Housing," or "granny unit") means residential occupancy of a living unit located on the same parcel as the primary residential unit. It provides complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the primary unit is situated. An Accessory Dwelling Unit shall meet the minimum regulations for an efficiency dwelling unit in the California Building Code.

The Accessory Dwelling Unit can be either attached to or detached from the primary residential unit but in either case shall have similar architectural elements as the primary unit (i.e., materials, textures, colors, etc.; see 16.050 G below). The Accessory Dwelling Unit shall be clearly subordinate to the primary unit.

"Junior accessory dwelling unit" means a unit that is no more than 500 square feet in size and contained entirely within an existing single-family structure. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure. The junior accessory dwelling unit must contain cooking facilities.

Utilities that are installed for future expansion, such as stub outs that would allow a kitchen to be installed at a later date, shall be considered as complete cooking facilities in accessory dwelling units. In units required by deed restriction, complete cooking facilities shall be installed resulting in a usable kitchen at final permit issuance, and interior access between attached units shall be no more than a single personnel door.

16.030 Applicable Land Use Designations.

An Accessory Dwelling Unit and Junior Accessory Dwelling Unit may be permitted in any land use designation that allows single-family residences as a permitted use or as allowed in Specific Plan (SP) areas subject to the General Provisions below.

16.040 General Provisions.

- A. Accessory Dwelling Units are permitted with a building permit if any of the following instances apply:
 - (i) The accessory dwelling unit or junior accessory dwelling unit is located within a single-family dwelling or existing space of a single-family dwelling, whether existing or proposed, or accessory structure and may include an expansion of not more than 150 square feet beyond the physical dimensions of the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress. The space must have exterior access. Side and rear setbacks must meet fire protection standards and prevent snow shedding onto adjacent properties.
 - (ii) One-bedroom detached accessory dwelling units not exceeding 850-square feet and two-bedroom accessory dwelling units not exceeding 1,000-square feet. The unit may not exceed four-foot side and rear yard setbacks and must meet health and safety standards, including prevention of snow shedding onto adjacent properties.
 - (iii) Multiple accessory dwelling units within the portions of existing multifamily dwelling structures not used as livable space including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings. An existing multifamily unit is allowed at least one accessory dwelling unit or up to, and not exceeding, 25 percent of the existing multifamily dwelling units.
 - (iv) Not more than two accessory dwelling units that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling. Side and rear yard setbacks may be reduced to four feet provided the design demonstrates snow will not shed onto adjacent properties and fire safety standards are met.
- B. The following accessory dwelling units that do not qualify under 16.040A may be permitted through Director Review:
 - (i) One-bedroom units between 850 and 1,400-square feet;
 - (ii) Two-bedroom units between 1,000 and 1,400-square feet.
- C. Accessory dwelling units that do not qualify under 16.040A and exceed 1,400-square feet may be permitted through Use Permit.
- E. Square footage of accessory dwelling units shall be calculated based on the exterior dimensions of the unit. All interior living space shall count toward the total square footage of the unit.
- F. Consistent with Government Code section 65852.2, ministerial reviews shall occur within 60 days after receiving an accessory dwelling unit application, unless the accessory dwelling unit is built concurrently with the primary unit.

16.050 Standards for New Accessory Dwelling Units.

- A. All construction shall conform to the height, setback, lot coverage, fees (including school impact fees and fire district fees), snow storage, and other development requirements applicable to residential construction in the land use designation in which the property is located. Side and rear yard setbacks may be reduced to four feet provided the design demonstrates snow will not shed onto adjacent properties. The unit shall be exempt from development impact fees if less than 750-square feet and all units are exempt from Housing Mitigation Ordinance (HMO) fees.
- B. If a well and/or septic system is/are to be utilized, a clearance letter shall be obtained from the Environmental Health director and shall accompany the building permit application (or if applicable, the Director Review or Use Permit application). For Accessory Dwelling Units that are served by a public water and/or sewer system, a letter from the serving entity that indicates adequate service shall be submitted as part of the application.

- C. One of the units on the parcel must be owner occupied if the property contains a junior accessory dwelling unit (either the primary unit or the junior accessory dwelling unit); for detached accessory dwelling units, there is no owner occupancy requirement. For units that do not qualify under 16.040.A, one unit on the property must be owner occupied.
- D. Required parking shall be one space for a one-bedroom unit and two spaces for units of two or more bedrooms, and is in addition to the required parking for the primary unit. There is no parking requirement for studio units. No parking standards shall be imposed in the following instances:
- (1) The accessory dwelling unit is located within one-half mile of public transit.
 - (2) The accessory dwelling unit is located within an architecturally and historically significant historic district.
 - (3) The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.
 - (4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
 - (5) When there is a car-share vehicle located within one block of the accessory dwelling unit.
- E. Whether attached or detached, the Accessory Dwelling Unit shall be architecturally compatible with the primary residence. The Community Development Department shall determine the architectural compatibility of the structures and shall consider roofing, siding, trim, door and window frame colors; and materials; roof slope and pitch; and wall articulation, roof line articulation, eaves, railings, chimneys, porches, and similar features; landscaping should also be considered in helping to make the units compatible. The Accessory Dwelling Unit shall be clearly subordinate to the primary unit in terms of size and placement on the property. If attached, the two units shall have the appearance of a single-family residence; the Accessory Dwelling Unit entrance shall be located on the side or rear of the building.
- F. Pursuant to the California Building Code, accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence. Accessory dwelling unit utility connections and related fees shall comply with Government Code section 65852.2.
- G. No passageway shall be required in conjunction with the construction of an accessory dwelling unit. No setback shall be required for an existing garage that is converted to an accessory dwelling unit, and a setback of no more than four feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage, provided the design demonstrates snow will not shed onto adjacent properties and fire safety standards are met.
- H. Short-term rentals are prohibited in all accessory dwelling units.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 8, 2022

Departments: Community Development and County Counsel

TIME REQUIRED 15 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Wendy Sugimura, Community
Development Director; Stacey Simon,
County Counsel

SUBJECT Groundwater Sustainability Agency
Status under Sustainable
Groundwater Management Act
(SGMA)

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

County assumption of Groundwater Sustainability Agency (GSA) status under the Sustainable Groundwater Management Act (SGMA) for those portions of the Owens Valley groundwater basin which are within Mono County but outside the jurisdiction of the Tri-Valley Groundwater Management District (TVGMD), and for the Long Valley groundwater basin. Pursuit of funding for groundwater modeling and/or data collection enhancement for the Tri-Valley/Fish Slough area.

RECOMMENDED ACTION:

- 1) Direct staff to commence actions necessary to assert GSA status for the Mono County portions of the Owens Valley Groundwater Basin not within the jurisdiction of the TVGMD and for the Long Valley groundwater basin in Mono County and return to the Board for further action.
- 2) Conditioned upon concurrence by the Tri-Valley Groundwater Management District, direct staff to pursue funding to support development of a groundwater model and/or for related data collection and analysis activities in the Tri-Valley/Fish Slough area through the Integrated Regional Water Management (IRWM) program, or other sources.

FISCAL IMPACT:

For GSA status: Commitment of staff time from Community Development and County Counsel departments, as previously discussed by the Board at the time it determined to withdraw from the Owens Valley Groundwater Authority (OVGA).

For IRWM grant: Potentially 1% of the grant request and in-kind contributions to bridge the project cost gap, plus staff time to administer the grant. No commitment is required at this time, direction would solely be to preserve future option to apply for funding.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: x1704 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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 [Staff Report](#)

History

Time	Who	Approval
2/3/2022 12:50 PM	County Counsel	Yes
2/3/2022 12:47 PM	Finance	Yes
2/3/2022 4:27 PM	County Administrative Office	Yes

County Counsel
Stacey Simon

Assistant County Counsel
Anne L. Frievalt

Deputy County Counsel
Emily R. Fox

**OFFICE OF THE
COUNTY COUNSEL**

Mono County

South County Offices
P.O. BOX 2415
MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700

Risk Manager
Jay Sloane

Paralegal
Kevin Moss

To: Board of Supervisors

From: Stacey Simon, County Counsel
Wendy Sugimura, Community Development Director

Date: February 8, 2022

Re: Assumption of GSA Status for Groundwater Basins in Mono County;
Assistance to TVGMD in Identifying/Securing Funding for Groundwater Model

Recommended Action

(1) Direct staff to commence actions necessary to assert GSA status for the Mono County portions of the Owens Valley Groundwater Basin not within the jurisdiction of the TVGMD and for the Long Valley groundwater basin in Mono County and return to the Board for further action.

(2) Conditioned upon concurrence by the Tri-Valley Groundwater Management District, direct staff to pursue funding to support development of a groundwater model and/or for other data collection and analysis activities for the Tri-Valley/Fish Slough area through the Integrated Regional Water Management (IRWM) program, or other sources.

Strategic Plan Focus Areas Met

Economic Base Infrastructure Public Safety
 Environmental Sustainability Mono Best Place to Work

Discussion

On January 11, 2022, this Board determined to provide notice of its intent to withdraw as a member of the Owens Valley Groundwater Authority (OVGA) joint powers agency. Withdrawal would be effective June 30, 2022. During that discussion, the Board indicated that staff should return at a future meeting to address the establishment of a Groundwater Sustainability Agency (GSA) for those portions of the Owens Valley Groundwater Basin within Mono County but outside of the jurisdiction of the Tri-Valley Groundwater Management District (TVGMD) as well as within the Long Valley Groundwater Basin in Mono County. This item implements that discussion.

Background

Pursuant to the Sustainable Groundwater Management Act (SGMA), enacted by the California Legislature in 2014, the State's Department of Water Resources (DWR) identifies and ranks groundwater basins in California based on various sustainability criteria. Each basin is given a ranking of low priority, medium priority, high or very high priority. Additionally, basins may be designated as being in critical overdraft under SGMA.

Local agencies with jurisdiction over basins that are designated medium, high or very high priority, including those which are critically overdrafted, must establish a Groundwater Sustainability Agency (GSA) and develop and adopt a Groundwater Sustainability Plan (GSP) to manage groundwater resources within the basin. If no GSA is established and/or no GSP adopted by the deadlines set out in SGMA, and the County fails to manage groundwater, then the State is authorized to intervene to manage groundwater in the basin. Basins designated low priority are not required to form GSAs or adopt GSPs and do not face intervention by the State for failing to do so.

There are 8 groundwater basins identified by the State which are located wholly or partially within Mono County. These are: Slinkard Valley (Basin #6-105); Little Antelope Valley (Basin #6-007); Sweetwater Flat (Basin #6-107) Bridgeport Valley (Basin #6-008); Mono Valley (Basin #6-009); Adobe Lake Valley (Basin #6-010); Long Valley (Basin #6-011); and Owens Valley (Basin #6-012 & Subbasin 6.012.01). All of these basins are currently ranked low priority. The next re-ranking by DWR potentially could occur in 2025.

Upon adoption of SGMA in 2014, the Owens Valley basin was ranked medium priority. As a result, in 2017, Mono County joined the Owens Valley Groundwater Authority (OVGA), a joint powers agency then-comprised of Inyo County, , the City of Bishop, the Tri-Valley Groundwater Management District, Wheeler Crest CSD, Indian Creek-Westridge CSD, Keeler CSD, Starlight CSD and Big Pine CSD. The OVGA applied for and was granted more than \$710,000 to develop a GSP for the Owens Valley basin.

Subsequently, DWR reranked the Owens Valley basin as low priority and several members resigned from the OVGA, including the Tri-Valley Groundwater Management District and the Wheeler Crest CSD. Others opted to remain to complete development of the GSP as a management tool for the basin and to be prepared in the event of a future basin re-ranking. That GSP was completed and submitted to DWR in January of this year. Also in January, the Mono County Board of Supervisors determined to withdraw from the OVGA as to all portions of the basin within Mono County, thereby leaving those areas (loosely, Tri-Valley, Fish Slough and Wheeler Crest) unrepresented by a GSA. Under the terms of the JPA, Mono's withdrawal will not be effective until June 30, 2022.

1. County Assertion/Assumption of GSA Status

The Tri-Valley Groundwater Management District has made clear its intention to assert GSA status over those portions of the Owens Valley basin within its jurisdiction. This leaves only the Wheeler Crest area and small portions surrounding Tri-Valley's jurisdiction (within the Owens Valley basin and on federal lands) without a GSA.

Establishment of a GSA for these areas by Mono County would ensure that the County has the authority needed to address groundwater sustainability issues, including monitoring, regulation, and management. In addition, if the Owens Valley basin is ever re-rated as medium or high priority, then Mono County would be poised to work with the Tri-Valley Groundwater Management District and the OVGA to coordinate management actions for the entire Owens Valley basin, thereby avoiding the possibility of State intervention.

Separately, the Board of Supervisors has expressed concern regarding the potential for future groundwater pumping in the Long Valley area, where the Los Angeles Department of Water and Power is a significant landowner. Assertion of GSA status for that region would be a first step in assessing and, if needed, ultimately managing the groundwater resources of that region.

It is therefore recommended that the Board direct staff to take such actions as may be necessary for the County to obtain GSA status for those portions of the Owens Valley basin in Mono County which are outside of the TVGMD, and for the Long Valley basin. This includes, but is not limited to, posting and publishing notice of the proposed action and public hearing, and scheduling a future item before this Board to take action regarding assumption of GSA status. These actions should be timed with OVGA withdrawal milestones.

2. Work with TVGMD to Obtain Resources to Develop a Groundwater Model for the Tri-Valley Region.

A. IRWM Program Funding

Another potential opportunity for Mono County and its partner agency TVGMD is the pursuit of grant funding to support TVGMD in the development of a groundwater model for the Tri-Valley area which could significantly aid in understanding the hydrologic conditions in that region.

A hydrogeologic groundwater model would simulate groundwater levels, flow, and spring discharge within the Tri-Valley management area – which includes Fish Slough. Among the expected benefits from such a model are: (1) compiling all relevant hydrogeologic information into a single repository; (2) increasing regional geologic understanding by developing a 3D geologic model; (3) quantifying the amount of recharge and flow paths from specific areas; and (4) providing a tool for predicting anticipated effects of proposed management actions to address concerns about spring flow and water levels in the management area.

One possible source of such funding for a model is through the Inyo-Mono Integrated Regional Management (IRWM) program. However, only entities which are members of the IRWM group are eligible to apply for such funds. As a member, OVGA originally placed itself on the IRWM eligibility list as applicant for the Tri-Valley groundwater model. Mono County declined to do

so, because such action lacked the support of TVGMD at that time. TVGMD is not a member of the IRWM group and therefore cannot be placed on the eligibility list nor apply for the funds.

In light of Mono County's impending withdrawal from OVGA, it makes sense to revisit whether Mono should step into the shoes of OVGA on the IRWM eligibility list to seek funding for a Tri-Valley groundwater model, including funding for appropriate outreach and education to be undertaken by TVGMD.

Importantly, OVGA requested only \$150,000 in Proposition 1 funds through the IRWM program, with up to an additional \$150,000 anticipated as matching funds or in-kind contribution to complete the project. Much of the in-kind contribution was anticipated to include Inyo County Water Department staff time to compile existing geographic and hydrogeologic information. If TVGMD and (or Mono County on its behalf) were to pursue the grant funding, either a different source of matching funds would need to be identified, or the match requirement would need to be waived which may leave a gap in the necessary project funding, or the grant request would need to be increased to \$300,000. Waiver is a possibility due to the disadvantaged community status of the Tri-Valley. To be clear, County staff does not have the capacity or technical expertise to manage this project for the TVGMD, but would only serve as a pass-through point for the funding.

If the County is interested in pursuing this funding, it is expected that a final request for proposals will be released in April with project proposals likely due in the summer 2022. Our region was allocated \$2.762 million for this round, which is expected to be the final round of funding for IRWM projects. The IRWM group will compile a list of potential projects for our region using a consensus process and submit them as a package for funding consideration. Under IRWM rules, a project receiving a no vote indicating disapproval by any member will not be included in the proposal package.

Finally, the IRWM group requires that project proponents include a contribution to the IRWM program equal to 1% of the grant request to fund assembling the package, managing the proposal process, grant agreement development, and grant administration. If the County were to apply, it would be responsible for this contribution.

B. DWR Funding

Another possible source of funding for increased data collection and monitoring in Tri-Valley is through DWR directly. OVGA staff was informed in early February 2022, that the California Department of Fish and Wildlife (CDFW) and Department of Water Resources have identified possible funding for groundwater monitoring in Fish Slough and Tri-Valley.

If you have any questions regarding this item prior to your meeting, please call Stacey Simon at 760-924-1704 or Wendy Sugimura at 760-924-1814.



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE February 8, 2022

TIME REQUIRED

SUBJECT Closed Session - Labor Negotiations

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, John Craig, Patty Francisco, and Oliver Yee. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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History

Time

Who

Approval



**OFFICE OF THE CLERK
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REGULAR AGENDA REQUEST

Print

MEETING DATE February 8, 2022

TIME REQUIRED

SUBJECT Closed Session - Existing Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of cases:

- (1) Shroeder Muniz v. Mono County Assessor, et al. (DFEH Case No. 202108-14595527);
- (2) Ormat Technologies, Inc. v. County of Mono CUPA, et al. (Mono County Superior Court Case No.: CV210049);
- (3) Ormat Technologies, Inc. Appeal of Notice to Comply/Notice of Violation (CalEPA).

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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YES NO

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History

Time	Who	Approval
2/3/2022 3:57 AM	County Counsel	Yes
2/1/2022 11:18 AM	Finance	Yes
2/3/2022 4:27 PM	County Administrative Office	Yes



**OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS**

REGULAR AGENDA REQUEST

Print

MEETING DATE February 8, 2022

TIME REQUIRED

SUBJECT Closed Session - Public Employee
Evaluation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Administrative Officer.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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MINUTE ORDER REQUESTED:

YES NO

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History

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Who

Approval