

**Exhibit A, Attachment I A2**  
**Program Specifications**

- ii. Social activities focused on family cohesion and fun in sober and safe drug-free environments shall be considered and planned for several times a year.
- e. Linkage to Support Groups, such as:
  - i. 12 Step Self Help;
  - ii. Faith Based Self Help;
  - iii. Rational Recovery;
  - iv. Ancillary Services and Education Components;
  - v. Domestic Violence;
  - vi. Grief and Loss;
  - vii. Parenting;
  - viii. Smoking Cessation; and
  - ix. Nutrition, shopping and food preparation.

**N. Withdrawal Management**

In addition to the general Withdrawal Management (WM) requirements outlined in Article III.U of Exhibit A, Attachment I, the Contractor shall comply with the following Contractor specific withdrawal management requirements:

- 1. Withdrawal Management Level 1: Ambulatory Withdrawal Management without extended on-site monitoring at DHCS Certified Outpatient clinics.
  - a. Pursuant to ASAM criteria, Riverside University Health System – Behavioral Health (RUHS-BH) shall provide Level 1-WM services in year-two. Level 1-WM services shall offer the following:
    - i. Medication or non-medication methods of withdrawal management;
    - ii. An addiction focused history obtained as part of initial assessment and reviewed by physician during admission process;

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- iii. A physical exam shall be recommended as part of the initial assessment;
  - iv. Sufficient biopsychosocial screening assessment to determine LOC;
  - v. An individualized treatment plan addressing ASAM dimensions 2 through 6;
  - vi. A daily assessment of progress (or less frequent based on severity of withdrawal);
  - vii. Transfer or discharge planning beginning at point of admission; and
  - viii. Referral and linking arrangements for counseling, medical, psychiatric and continuing care.
- 2. Withdrawal Management Level 2: Ambulatory Withdrawal Management with extended on-site monitoring at DHCS Certified Outpatient clinics.**
- a. Pursuant to ASAM criteria, RUHS-BH shall provide Level 2-WM services in year-two. Level 2-WM services shall offer the following:
    - i. Monitored on a daily basis, with access to physicians and nurses.
    - ii. Medication or non-medication methods of withdrawal management.
    - iii. An addiction focused history obtained as part of initial assessment and reviewed by physician during admission process.
    - iv. A physical exam shall be recommended as part of the initial assessment.
    - v. Sufficient biopsychosocial screening assessments to determine LOC.
    - vi. An individualized treatment plan addressing dimensions 2 through 6,
    - vii. Transfer or discharge planning.
    - viii. Referral arrangements and serial medical assessments using measures of withdrawal.

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3. Withdrawal Management Level 3.2-WM: Residential/Inpatient Withdrawal Management shall be provided in in year-one at DHCS Licensed Residential Facilities.
  - a. The Contractor shall require facilities to have a DHCS Residential License with detoxification service authorization and DMC Residential Certification to provide this level of service pursuant to DHCS Withdrawal Management (Detox) Services.

**O. Opioid (Narcotic) Treatment Program Services**

In addition to the general opioid (narcotic) treatment program (OTP) services requirements outlined in Article III.V of Exhibit A, Attachment I, the Contractor shall comply with the following Contractor specific opioid (narcotic) treatment program services requirements:

1. Opioid maintenance shall be prescribed in the context of psychosocial supports and interventions to manage patient's addiction.
2. It shall involve the direct administration of medications on a routine basis without the prescribing of medications.
3. Patients shall receive a minimum of 50 minutes of counseling with a therapist up to 200 minutes each calendar month. Counseling and other services shall be provided based on a needs assessment.
4. OTP Programs shall also be required to offer and prescribe Methadone, Buprenorphine, Naloxone, and Disulfiram. OTP Programs shall record proof of beneficiary understanding on choices of medications and treatment without medication.

**P. Additional Medication Assisted Treatment (MAT)**

As stated in Article V.A of Exhibit A, Attachment I, the Contractor has elected to provide MAT services as a Contractor specific service. Therefore, the Contractor shall comply with the following Contractor specific MAT requirements:

1. The Contractor shall follow the Substance Abuse and Mental Health Services Administration (SAMHSA) Guidelines for MAT services.

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- 2. Medications for Alcohol Dependence:**
  - a. Naltrexone, which shall be prescribed and/or administered by tablets and injection;
  - b. Disulfiram, which shall be prescribed and/or administered in tablet form; and
  - c. Acamprosate Calcium, which shall be prescribed and/or administered in tablet form.
- 3. Medications for Opioid Dependence:**
  - a. Buprenorphine, which shall be prescribed and/or administered in tablet form;
  - b. Naltrexone, which shall be prescribed and/or administered in tablet form; and
  - c. Vivitrol®, which shall be prescribed and/or administered via injections.
- 4. The treatment process shall begin at admission, with a thorough assessment, using the ASAM criteria and Motivational Interviewing techniques to identify:**
  - a. Severity of dependence;
  - b. Any medical condition which has contributed to the dependence;
  - c. History of failed treatment attempts;
  - d. History of mental health issues; and
  - e. Social roadblocks to treatment.
- 5. Certified Counselors' responsibilities in the MAT context shall include:**
  - a. ASAM Assessment;
  - b. Physician health screening;
  - c. Treatment plan;
  - d. Treatment;

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- e. Administering drug tests;
  - f. Coordinating and consulting with physician and beneficiary progress;
  - g. Case management; and
  - h. Discharge to next LOC, as applicable.
6. Physicians responsibilities in the MAT context shall include:
- a. Treatment plan approvals;
  - b. Consultation;
  - c. Physician/beneficiary agreement;
  - d. Managing drug testing;
  - e. Prescribe MAT and adjunct prescriptions; and
  - f. 90-day treatment review and adjustments.
7. Clinical Care Coordinator responsibilities in the MAT context shall include:
- a. Coordinate all appointments;
  - b. Universal disclosure agreement (Disclosure of beneficiary information shall comply with HIPAA and 42 CFR Part 2);
  - c. Serve as a pharmacy liaison;
  - d. Primary care physician liaison; and
  - e. Beneficiary program compliance tracking.
8. MAT shall be offered as a part of the continuum of care and as a choice of the beneficiary by collaborative discussion with primary physician or therapist.

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**Q. Recovery Residences**

As stated in Article V.A of Exhibit A, Attachment I, the Contractor has elected to provide Recovery Residence services as a Contractor specific service. Therefore, the Contractor shall comply with the following Contractor specific recovery residence requirements: (Recovery Residences shall not be paid for under DMC-ODS system.)

1. Recovery residences and sober living homes are affordable, alcohol and drug free environments that provide a positive place for peer group recovery support.
2. Sober housing promotes individual recovery by providing an environment that allows the residents to develop individual recovery programs and become self-supporting.
3. Quality assurance shall be achieved and maintained through membership in a sober living coalition or network. These coalitions and networks proved self-governance and self-regulation through peer reviews and inspections.
4. To further monitor these programs, quarterly, onsite-monitoring of the premises and the staff shall be conducted by the Contractor and shall be required to meet the standards of the health, safety, and management guidelines. The Contractor shall require the formal completion of the Contractor's monitoring tool.

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**Part I - General Fiscal Provisions**

**Section 1 - General Fiscal Provisions**

**A. Fiscal Provisions**

For services satisfactorily rendered, and upon receipt and approval of documentation as identified in Exhibit A, Attachment I, Article III, the Department of Health Care Services (DHCS) agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates and/or allowable costs specified herein.

**B. Use of State General Funds**

Contractor may not use allocated Drug Medi-Cal (DMC) State General Funds to pay for any non-Drug Medi-Cal services.

**C. Funding Authorization**

Contractor shall bear the financial risk in providing any substance use disorder (SUD) services covered by this Agreement.

**D. Availability of Funds**

It is understood that, for the mutual benefit of both parties, this Intergovernmental Agreement may have been written before ascertaining the availability of congressional appropriation of funds in order to avoid program and fiscal delays that would occur if this Agreement were not executed until after that determination. In this event, DHCS may amend the amount of funding provided for in this Agreement based on the actual congressional appropriation.

**E. Subcontractor Funding Limitations**

Contractor shall reimburse its subcontractors that receive a combination of Drug Medi-Cal Organized Delivery System (DMC-ODS) funding and other federal or county realignment funding for the same service element and location based on the subcontractor's actual costs in accordance with Medicaid reimbursement requirements as specified in Title XIX or of the Social Security Act, DMC-ODS Special Terms and Conditions (STCs), and STCs' Attachments. Payments at interim rates shall be settled to lower of actual cost or customary charge at year-end.

**F. Budget Contingency Clause**

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, DHCS

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shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DHCS shall solely have the option to either cancel this Agreement with no liability occurring to DHCS, or offer an amended agreement to Contractor to reflect the reduced amount.

**G. Expense Allowability/Fiscal Documentation**

1. Invoices, received from a Contractor and accepted and/or submitted for payment by DHCS, shall not be deemed evidence of allowable agreement costs.
2. Contractor shall maintain for review and audit and supply to DHCS upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
3. If the allowability or appropriateness of an expense cannot be determined by DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles, and generally accepted governmental audit standards, all questionable costs may be disallowed and payment may be withheld by DHCS. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
4. Costs and/or expenses deemed unallowable shall not be reimbursed or, if mistakenly reimbursed, those costs and/or expenses shall be subject to recovery by DHCS pursuant to Article III.DD of Exhibit A, Attachment I, the DMC-ODS STCs, and the STCs' Attachments.

**Section 2 - General Fiscal Provisions - DMC-ODS**

**A. Return of Unexpended Funds**

Contractor assumes the total cost of providing covered services on the basis of the payments delineated in this Exhibit B, Part II. Any State General Funds or Federal Medicaid funds paid to the Contractor, but not expended for DMC-ODS services shall be returned to DHCS.

**B. Amendment or Cancellation Due to Insufficient Appropriation**

This Agreement is valid and enforceable only if sufficient funds are made available to DHCS by the United States Government for the purpose of the DMC-ODS program. It is mutually agreed that if the Congress does not appropriate sufficient funds for this



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program, DHCS solely has the option to void this Agreement or to amend the Agreement to reflect any reduction of funds.

**C. Exemptions**

Exemptions to the provisions of Item B above, of this Exhibit, may be granted by the California Department of Finance provided that the Director of DHCS certifies in writing that federal funds are available for the term of the Agreement.

**D. Allowable costs**

Allowable costs, as defined and in accordance with the DMC-ODS STCs and the STCs' Attachments, shall be determined in accordance with Title 42, Code of Federal Regulations (CFR), Chapter IV, Subchapter B, Parts 405 and 413, and Centers for Medicare and Medicaid Services (CMS), "Medicare Provider Reimbursement Manual (Publication Number 15)," which can be obtained from the Centers for Medicare & Medicaid Services, or [www.cms.hhs.gov](http://www.cms.hhs.gov).

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**Part II - Reimbursements**

**Section 1 - General Reimbursement**

**A. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**B. Amounts Payable**

1. The amount payable under this Agreement shall not exceed the amount identified on the State of California Standard Agreement form STD 213\_DHCS.
2. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.
3. The funds identified for the fiscal years covered by under this Section, within this Exhibit, are subject to change depending on the availability and amount of funds appropriated by the Legislature and the Federal Government. The amount of funds available for expenditure by the Contractor shall be limited to the amount identified in the final allocations issued by DHCS for that fiscal year. Changes to allocated funds will require written amendment to the Agreement.
4. For each fiscal year, DHCS may settle costs for services to the Contractor and its subcontractors based on each fiscal year-end cost settlement report as the final amendment for the specific fiscal year cost settlement report to the approved Agreement.

**Section 2 - DMC-ODS**

- A. To the extent that the Contractor provides the covered services in a satisfactory manner, in accordance with the terms and conditions of this Agreement, DHCS agrees to pay the Contractor Federal Medicaid funds according to Article III of Exhibit A, Attachment I. Subject to the availability of such funds, Contractor shall receive Federal Medicaid funds and/or State General Funds for allowable expenditures as established by the Federal Government and approved by DHCS, for the cost of services rendered to beneficiaries.
- B. Any payment for covered services rendered pursuant to Exhibit A, Attachment I shall only be made pursuant to applicable provisions of Title XIX or Title XXI of the Social Security Act, the Welfare and Institutions (W&I) Code, the Health and Safety Code (HSC), the DMC-ODS STCs, and the STCs' Attachments.

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- C. It is understood and agreed that failure by the Contractor or its subcontractors to comply with applicable federal and state requirements in rendering covered services shall be sufficient cause for DHCS to deny payments, to recover payments, and/or terminate the Contractor or its subcontractor from DMC-ODS program participation. If DHCS or the Department of Health and Human Services (DHHS) disallows or denies payments for any claim, Contractor shall repay to DHCS the Federal Medicaid funds and/or State General Funds it received for all claims so disallowed or denied. The overpayment shall be recovered by any of the methods allowed in Division 9, Part 3, Chapter 7, Article 5.3 of the W&I Code and DMC-ODS STC 143(h)(vi).
- D. Before a denial, recoupment, or disallowances are made, DHCS shall provide the Contractor with written notice of its proposed action. Such notice shall include the reason for the proposed action and shall allow the Contractor 60 days to submit additional information before the proposed action is taken. This requirement does not apply to the DMC-ODS Post Service Post Payment Utilization Reviews.
- E. DHCS shall refund to the Contractor any recovered Federal DMC-ODS overpayment that is subsequently determined to have been erroneously collected, together with interest, in accordance with Division 9, Part 3, Chapter 7, Article 5.3 of the W&I Code.
- F. Contractor shall be reimbursed by DHCS on the basis of its actual net reimbursable cost, not to exceed the unit of service maximum rate.
- G. Claims submitted to the Contractor by a subcontracted provider that is not certified or whose certification has been suspended pursuant to the W&I Code section 14107.11 and 42 CFR 455.23, shall not be certified or processed for federal or state reimbursement by the Contractor. Payments for any DMC-ODS services shall be held by the Contractor until the payment suspension is resolved.
- H. In the event an Agreement amendment is required pursuant to the preceding paragraph, Contractor shall submit to DHCS information as identified in Exhibit E, Section 1(D). To the extent the Contractor is notified of DHCS Budget Act allocation prior to the execution of the Agreement, DHCS and the Contractor may agree to amend the agreement after the issuance of the first revised allocation.
- I. Reimbursement for covered services, other than Narcotic Treatment Program (NTP) services, shall be limited to the lower of:
  - 1. The provider's usual and customary charges to the general public for the same or similar services.
  - 2. The provider's actual allowable costs.
- J. Reimbursement to NTP shall be limited to the lower of either the Uniform Statewide Daily Reimbursement (USDR) rate, pursuant to W&I Code Section 14021.51(h), or the

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provider's usual and customary charge to the general public for the same or similar service. However, reimbursement paid by a county to an NTP provider for services provided to any person subject to Penal Code Sections 1210.1 or 3063.1 and for which the individual client is not liable to pay, does not constitute a usual or customary charge to the general public for the purpose of this section (W&I Code Section 14021.51(h)(2)(A)).

- K. DHCS shall reimburse the Contractor the State General Funds and/or Federal Medicaid fund amount of the approved DMC-ODS claims and documents submitted in accordance with Article III of Exhibit A, Attachment I.
- L. DHCS will adjust subsequent reimbursements to the Contractor to actual allowable costs. Actual allowable costs are defined in the Medicare Provider Reimbursement Manual (CMS-Pub.15), which can be obtained from the Centers for Medicare & Medicaid Services, Baltimore, Maryland, or [www.cms.hhs.gov](http://www.cms.hhs.gov).
- M. Contractors and subcontractors must accept, as payment in full, the amounts paid by DHCS in accordance with the DMC-ODS STCs and the STCs' Attachments. Contractors and subcontractors may not demand any additional payment from DHCS, client, or other third party payers.
- N. Contractor shall require all subcontractors to comply with 45 CFR 162.410(a)(1) for any subpart that would be a covered health care provider if it were a separate legal entity. For purposes of this paragraph, a covered health care provider shall have the same definition as set forth in 45 CFR 160.103. DHCS shall make payments for covered services only if Contractor is in compliance with federal regulations.

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**Part III - Financial Audit Requirements**

**Section 1 - General Fiscal Audit Requirements**

- A. In addition to the requirements identified below, the Contractor and its subcontractors are required to meet the audit requirements as delineated in Exhibit C, General Terms and Conditions, and Exhibit D(F), Special Terms and Conditions, of this Agreement.
- B. All expenditures of county realignment funds, state and federal funds furnished to the Contractor and its subcontractors pursuant to this Agreement are subject to audit by DHCS. Objectives of such audits may include, but not limited to, the following:
  - 1. To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting.
  - 2. To validate data reported by the Contractor for prospective agreement negotiations.
  - 3. To provide technical assistance in addressing current year activities and providing recommendation on internal controls, accounting procedures, financial records, and compliance with laws and regulations.
  - 4. To determine the cost of services, net of related patient and participant fees, third-party payments, and other related revenues and funds.
  - 5. To determine that expenditures are made in accordance with applicable state and federal laws and regulations and Agreement requirements.
  - 6. To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation, or failure to achieve the Agreement objectives of Exhibit C and D(F).
- C. Unannounced visits may be made at the discretion of the DHCS to the Contractor and/or its subcontractors.
- D. The refusal of the Contractor or its subcontractors to permit access to, and inspection of, electronic or print books and records, physical facilities, and/or refusal to permit interviews with employees, as described in this part, constitutes an express and immediate material breach of this Agreement and will be sufficient basis to terminate the Agreement for cause or default.
- E. Reports of audits conducted by DHCS shall reflect all findings, recommendations, adjustments, and corrective action as a result of its finding in any areas.

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**Section 2 - DMC-ODS Financial Audits**

- A. In addition to the audit requirements set forth in Exhibit D(F), DHCS may also conduct financial audits of DMC-ODS programs, exclusive of NTP services, to accomplish any of, but not limited to, the following audit objectives:
1. To review reported costs for validity, appropriate allocation methodology, and compliance with Medicaid laws and regulations.
  2. To ensure that only the cost of allowable DMC-ODS activities are included in reported costs.
  3. To determine the provider's usual and customary charge to the general public in accordance with CMS (The Medicare Provider Reimbursement Manual) (CMS-Pub.15), which can be obtained from the Centers for Medicare & Medicaid Services, Baltimore, Maryland, or [www.cms.hhs.gov](http://www.cms.hhs.gov), for comparison to the DMC-ODS cost per unit.
  4. To review documentation of units of service and determine the final number of approved units of service.
  5. To determine the amount of clients' third-party revenue and Medi-Cal share of cost to offset allowable DMC-ODS reimbursement.
  6. To compute final settlement based on the lower of actual allowable cost or the usual and customary charge, in accordance with the DMC-ODS STCs and the STCs' Attachments.
- B. In addition to the audit requirements set forth in Exhibit D(F), DHCS may conduct financial audits of NTP programs. For NTP services, the audits will address items A(3) through A(5) above, except that the comparison of the provider's usual and customary charge in A(3) will be to the DMC USDR rate in lieu of DMC-ODS cost per unit. In addition, these audits will include, but not be limited to:
1. For those NTP providers required to submit a cost report pursuant to W&I Code Section 14124.24, a review of cost allocation methodology between NTP and other service modalities, and between DMC-ODS and other funding sources.
  2. A review of actual costs incurred for comparison to services claimed.
  3. A review of counseling claims to ensure that the appropriate group or individual counseling rate has been used and that counseling sessions have been billed appropriately.

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4. A review of the number of clients in group sessions to ensure that sessions include no less than two and no more than twelve clients at the same time, with at least one Medi-Cal client in attendance.
  5. Computation of final settlement based on the lower of USDR or the provider's usual and customary charge to the general public.
  6. A review of supporting service, time, financial, and patient records to verify the validity of counseling claims.
- C. Contractor shall be responsible for any disallowances taken by the Federal Government, DHCS, or the Bureau of State Audits as a result of any audit exception that is related to its responsibilities. Contractor shall not use funds administered by DHCS to repay one federal funding source with funds provided by another federal funding source, or to repay federal funds with state funds, or to repay state funds with federal funds.
- D. Contractor agrees to promptly develop and implement any corrective action plans in a manner acceptable to DHCS in order to comply with recommendations contained in any audit report. Such corrective action plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by DHCS within six months from the date of the plan.
- E. Contractor, in coordination with DHCS, shall provide follow-up on all significant findings in the audit report, including findings relating to a subcontractor, and submit the results to DHCS.

If differences cannot be resolved between DHCS and the Contractor regarding the terms of the final financial audit settlements for funds expended under Exhibit B, Contractor may request an appeal in accordance with the appeal process described in the Exhibit A, Attachment I and Division 9, Part 3, Chapter 7, Article 5.3 of the W&I Code. Contractor shall include a provision in its subcontracts regarding the process by which a subcontractor may file an audit appeal via the Contractor.

- F. Providers of DMC-ODS services shall, upon request, make available to DHCS their fiscal and other records to assure that such providers have adequate recordkeeping capability and to assure that reimbursement for covered DMC-ODS services are made in accordance with Exhibit A, Attachment I, the DMC-ODS STCs, and the STCs' Attachments. These records include, but are not limited to, matters pertaining to:
1. Provider ownership, organization, and operation
  2. Fiscal, medical, and other recordkeeping systems
  3. Federal income tax status

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4. Asset acquisition, lease, sale, or other action
  5. Franchise or management arrangements
  6. Patient service charge schedules
  7. Costs of operation
  8. Cost allocation methodology
  9. Amounts of income received by source and purpose
  10. Flow of funds and working capital
- G. Contractor shall retain records of utilization review activities, required in Exhibit A, Attachment I, Article III.EE herein, for a minimum of ten (10) years.



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**Part IV - Records**

**Section 1 - General Provisions**

**A. Maintenance of Records**

Contractor shall maintain sufficient books, records, documents, and other evidence necessary for DHCS to audit Agreement performance and compliance. Contractor shall make these records available to DHCS, upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by Contractor are reasonable, allowable and allocated appropriately. All records must be capable of verification by qualified auditors.

1. Contractor and subcontractors shall include in any contract with an audit firm a clause to permit access by DHCS to the working papers of the external independent auditor, and require that copies of the working papers shall be made for DHCS at its request.
2. Contractor and subcontractors shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with DHCS. All records must be capable of verification by qualified auditors.
3. Accounting records and supporting documents shall be retained for ten years. When an audit by the Federal Government, DHCS, or the California State Auditor has been started, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process.
4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. All records must be capable of verification by qualified auditors.
5. Contractor's subcontracts shall require that all subcontractors comply with the requirements of Exhibit A, Attachment I, Article II and Article III.
6. Should a subcontractor discontinue its contractual agreement with the Contractor, or cease to conduct business in its entirety, Contractor shall be responsible for retaining the subcontractor's fiscal and program records for the required retention period. DHCS Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to state funds. Contractor shall follow SAM requirements located at <http://sam.dgs.ca.gov/TOC/1600.aspx>.

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The Contractor shall retain all records required by W&I Code section 14124.1, 42 CFR 433.32, Exhibit A, Attachment I, the DMC-ODS STCs and STCs' Attachments for reimbursement of services and financial audit purposes.

7. In the expenditure of funds hereunder, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of federal and state funds.

**B. Dispute Resolution Process**

1. In the event of a dispute under Exhibit A, Attachment I, Article III other than an audit dispute, Contractor shall provide written notice of the particulars of the dispute to DHCS before exercising any other available remedy. Written notice shall include the Agreement number. The Director (or designee) of DHCS and the County Drug or Alcohol Program Administrator (or designee) shall meet to discuss the means by which they can effect an equitable resolution to the dispute. Contractor shall receive a written response from DHCS within 60 days of the notice of dispute. The written response shall reflect the issues discussed at the meeting and state how the dispute will be resolved.
2. As stated in Part III, Section 2, of this Exhibit, in the event of a dispute over financial audit findings between DHCS and the Contractor, Contractor may appeal the audit in accordance with Exhibit A, Attachment I and Division 9, Part 3, Chapter 7, Article 5.3 of the W&I Code. Contractor shall include a provision in its subcontracts regarding the process by which a subcontractor may file an audit appeal via the Contractor.
3. Contractors that conduct financial audits of subcontractors, other than a subcontractor whose funding consists entirely of non-Department funds, shall develop a process to resolve disputed financial findings and notify subcontractors of their appeal rights pursuant to that process. This section shall not apply to those grievances or compliances arising from the financial findings of an audit or examination made by or on behalf of DHCS pursuant to Part III of this Exhibit.
4. To ensure that necessary corrective actions are taken, financial audit findings are either uncontested or upheld after appeal may be used by DHCS during prospective agreement negotiations.

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**Part V - DMC-ODS Reimbursement Rates**

- A. "Uniform Statewide Daily Reimbursement Rate (USDR)"** means the rate for NTP services based on a unit of service that is a daily treatment service, developed in accordance with Section 14021.6 of the W&I Code Section, Section 11758.42 of the HSC and Title 9, CCR, commencing with Section 10000 (Document 3G). The following table shows USDR rates.

Service	Unit of Service (UOS)	SFY 2017-18 Rate		SFY 2018-19 Rate	
		Non-Perinatal	Perinatal	<u>Non-Perinatal</u>	<u>Perinatal</u>
NTP - Methadone Dosing	Daily	\$13.11	\$14.11	<b><u>\$13.54</u></b>	<b><u>\$14.58</u></b>
NTP - Individual Counseling (*)	One 10-minute increment	\$15.37	\$16.39	<b><u>\$15.88</u></b>	<b><u>\$16.39</u></b>
NTP - Group Counseling (*)	One 10-minute increment	\$3.43	\$4.28	<b><u>\$3.43</u></b>	<b><u>\$4.28</u></b>
NTP - Buprenorphine <sup>1</sup>	Daily	\$20.18	\$28.02	<b><u>\$16.91</u></b>	<b><u>\$20.15</u></b>
<b><u>NTP - Buprenorphine-Naloxone Combo Product</u></b>	Daily	—	—	<b><u>\$20.10</u></b>	<b><u>\$23.34</u></b>
NTP - Disulfiram <sup>2</sup>	Daily	\$10.47	\$10.84	<b><u>\$7.36</u></b>	<b><u>\$7.59</u></b>
NTP - Naloxone <sup>3</sup> (2-pack Nasal Spray)	Dispensed as needed	\$150.00	\$150.00	<b><u>\$144.60</u></b>	<b><u>\$144.60</u></b>

(\*) The NTP Contractors may be reimbursed for up to 200 minutes (20 ten-minute increments) of individual and/or group counseling per calendar month. If a medical necessity determination is made that requires additional NTP counseling beyond 200 minutes per calendar month, NTP Contractors may bill and be reimbursed for additional counseling (in 10 minute increments). Medical justification for the additional counseling must be clearly documented in the patient record. Reimbursement for covered NTP services shall be limited to the lower of the NTP's usual and customary charge to the general public for the same or similar services or the USDR rate.

<sup>1</sup> - Buprenorphine: Average daily dose of 16 milligrams, sublingual tablets.

<sup>2</sup> - Disulfiram: Average daily dose between 250 and 500 milligrams.

<sup>3</sup> - Naloxone: One dose equal to 4 milligrams per 0.1 milliliter.

**Exhibit B A2**  
**Budget Detail and Payment Provisions**

- B. **“Unit of Service”** means a contact on a calendar day for outpatient drug free, intensive outpatient treatment, partial hospitalization, and residential treatment services. Units of service are identified in the following table:

Services Provided by Modality (funded by DMC-ODS)	Billing/Unit of Service (minutes, day, hour)	SFY 2017-2018 Interim Rate	SFY 2018-19 Interim Rate
<b>Encounter Rates</b>			
Outpatient	15 minute increments	\$20.00	<u><b>44.91</b></u>
Intensive Outpatient	15 minute increments	\$35.25	<u><b>\$51.76</b></u>
Recovery Services	15 minute increments	\$20.00	<u><b>\$44.91</b></u>
Case Management	15 minute increments	\$13.88	<u><b>\$44.91</b></u>
Physician Consultation	15 minute increments	\$40.67	<u><b>\$40.67</b></u>
<b>Daily Rates</b>			
Level 1-WM	Per Day	N/A	<u><b>N/A</b></u>
Level 2-WM	Per Day	N/A	<u><b>N/A</b></u>
Level 3.2-WM	Per Day	\$291.25	<u><b>\$291.25</b></u>
Level 3.1- Residential	Per Day	\$130.62	<u><b>\$130.62</b></u>
Level 3.3 - Residential	Per Day	\$130.62	<u><b>\$130.62</b></u>
Level 3.5 - Residential	Per Day	\$268.50	<u><b>\$268.50</b></u>
<b>Optional</b>			
Additional Medication Assisted Treatment	15 minute increments	\$40.67	<u><b>\$40.67</b></u>
Partial Hospitalization	N/A	N/A	<u><b>N/A</b></u>

**Exhibit E A2  
Additional Provisions**

**1. Amendment Process**

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- B. Should either party, during the term of this Intergovernmental Agreement, desire a change or amendment to the terms of this Intergovernmental Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the both parties and the Department of General Services (DGS), if DGS approval is required.
- C. Intergovernmental Agreement amendments will be required to change encumbered amounts for each year of a multi-year contract period, of which the first amendment will be based on the Governor's Budget Act allocation of that specific fiscal year. The signed Intergovernmental Agreement from the Contractor will be due to the Department of Health Care Services (DHCS) within 90 days from the issuance to the County. If the signed Intergovernmental Agreement from the Contractor is not received within 90 days from the issuance to the County, DHCS may withhold all non-DMC payments under Exhibit B of this Intergovernmental Agreement until the required amendment is received by the State.
- D. Intergovernmental Agreement amendments may be requested by the Contractor until May 1 of each of the contract's fiscal years. An amendment proposed by either the Contractor or the State shall be forwarded in writing to the other party.
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  - 2) Amendments shall be duly approved by the County Board of Supervisors or its authorized designee, and signed by a duly authorized representative.
- E. Contractor acknowledges that any newly allocated funds that are in excess of the initial amount for each fiscal year may be forfeited if DHCS does not receive a fully executable Intergovernmental Agreement amendment on or before June 30th.
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Additional Provisions**

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**Exhibit E A2**  
**Additional Provisions**

until the effective date of termination or expiration of the Intergovernmental Agreement.

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- I. In the event this Intergovernmental Agreement is terminated, Contractor shall deliver its entire fiscal and program records pertaining to the performance of this Intergovernmental Agreement to the State, which will retain the records for the required retention period.

**3. Avoidance of Conflicts of Interest by Contractor**

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

**Exhibit E A2**  
**Additional Provisions**

discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

- D. Contractor acknowledges that state laws on conflict of interest, found in the Political Reform Act, Public Contract Code Section 10365.5, and Government Code Section 1090, apply to this Intergovernmental Agreement.

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- A. Contractor agrees that any hiring freeze adopted during the term of this Intergovernmental Agreement shall not be applied to the positions funded, in whole or part, by this Intergovernmental Agreement.
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Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight-embargo, related-utility, or governmental statutes or regulations super-imposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its Subcontractor, and if such default of its Subcontractor, arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

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**DHCS has classified this Agreement as a procurement contract. Therefore, the Contractor is considered a contractor, and not a subrecipient, for the purposes of U.S. Office of Management and Budget Uniform Guidance pursuant to 2 CFR 200.330**



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Additional Provisions**

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**Additional Provisions**

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**Additional Provisions**

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**Exhibit F A1**  
**Privacy and Information Security Provisions**

This Exhibit F is intended to protect the privacy and security of specified Department information that the Contractor may access, receive, or transmit under this Agreement. The Department information covered under this Exhibit F consists of: (1) Protected Health Information (PHI) as defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and (2) Personal Information (PI) as defined under the California Information Practices Act (CIPA), at California Civil Code Section 1798.3.

Exhibit F consists of the following parts:

1. Exhibit F-1, HIPAA Business Associate Addendum, which provides for the privacy and security of PHI.
2. Exhibit F-2 provides for the privacy and security of PI under Civil Code Section 1798.3(a) and 1798.29.
3. Exhibit F-3, Miscellaneous Provision, sets forth additional terms and conditions that extend to the provisions of Exhibit F in its entirety.

**Exhibit F A1**  
**Privacy and Information Security Provisions**

**F-1**  
**HIPAA Business Associate Addendum**

**1. Recitals.**

- A. A business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), 42 U.S.C. Section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") and the Final Omnibus Rule of 2013 between Department and Contractor arises only to the extent that Contractor creates, receives, maintains, transmits, uses or discloses PHI or ePHI on the Department's behalf, or provides services, arranges, performs, or assists in the performance of functions or activities on behalf of the Department that are included in the definition of "business associate" in 45 CFR. 160.103 where the provision of the service involves the disclosure of PHI or ePHI from the Department, including but not limited to, utilization review, quality assurance, or benefit management. To the extent Contractor performs these services, functions, and activities on behalf of Department, Contractor is the Business Associate of the Department, acting on the Department's behalf. The Department and Contractor are each a party to this Agreement and are collectively referred to as the "parties." A business associate is also directly liable and subject to civil penalties for failing to safeguard electronic protected health information in accordance with the HIPAA Security Rule. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate. Business Associate shall incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or sub-award to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI or PI be reported to Business Associate.

**Exhibit F A1**  
**Privacy and Information Security Provisions**

- B. The Department wishes to disclose to Contractor certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under Federal law, to be used or disclosed in the course of providing services and activities as set forth in Section 1.A. of Exhibit F-1 of this Agreement. This information is hereafter referred to as "Department PHI".
- C. The purpose of this Exhibit F-1 is to protect the privacy and security of the PHI and ePHI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations and the Final Omnibus Rule of 2013, including, but not limited to, the requirement that the Department must enter into a contract containing specific requirements with the Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act and the Final Omnibus Rule of 2013. To the extent that data is both PHI or ePHI and Personally Identifying Information, both Exhibit F-2 and this Exhibit F-1 shall apply.
- D. The terms used in this Exhibit F-1, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

**2. Definitions.**

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations and the Final Omnibus Rule of 2013.
- B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations and the Final Omnibus Rule of 2013.
- C. Department PHI shall mean Protected Health Information or Electronic Protected Health Information, as defined below, accessed by Contractor in a database maintained by the Department, received by Contractor from the Department or acquired or created by Contractor in connection with performing the functions, activities and services on behalf of the Department as specified in Section 1.A. of Exhibit F-1 of this Agreement. The terms PHI as used in this document shall mean Department PHI.

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- D. Electronic Health Records shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921 and implementing regulations.
- E. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.
- F. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer, or health care clearinghouse, and relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR Section 160.103.
- G. Privacy Rule shall mean the HIPAA Regulations that are found at 45 CFR Parts 160 and 164, subparts A and E.
- H. Protected Health Information (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR Section 160.103 and as defined under HIPAA.
- I. Required by law means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

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- J. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.
- K. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Department PHI, or confidential data utilized by Contractor to perform the services, functions and activities on behalf of Department as set forth in Section 1.A. of Exhibit F-1 of this Agreement; or interference with system operations in an information system that processes, maintains or stores Department PHI.
- L. Security Rule shall mean the HIPAA regulations that are found at 45 CFR Parts 160 and 164.
- M. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. Section 17932(h), any guidance issued by the Secretary pursuant to such Act and the HIPAA regulations.

**3. Terms of Agreement.**

**A. Permitted Uses and Disclosures of Department PHI by Contractor.**

Except as otherwise indicated in this Exhibit F-1, Contractor may use or disclose Department PHI only to perform functions, activities, or services specified in Section 1.A of Exhibit F-1 of this Agreement, for, or on behalf of the Department, provided that such use or disclosure would not violate the HIPAA regulations or the limitations set forth in 42 CFR Part 2, or any other applicable law, if done by the Department. Any such use or disclosure, if not for purposes of treatment activities of a health care provider as defined by the Privacy Rule, must, to the extent practicable, be limited to the limited data set, as defined in 45 CFR Section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, and the HIPAA regulations.

**B. Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Exhibit F-1, Contractor may:

- 1) **Use and Disclose for Management and Administration.** Use and disclose Department PHI for the proper management and administration of the Contractor's business, provided that such disclosures are required by law, or the Contractor obtains

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reasonable assurances from the person to whom the information is disclosed, in accordance with section D(7) of this Exhibit F-1, that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.

- 2) **Provision of Data Aggregation Services.** Use Department PHI to provide data aggregation services to the Department to the extent requested by the Department and agreed to by Contractor. Data aggregation means the combining of PHI created or received by the Contractor, as the Business Associate, on behalf of the Department with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the Department

**C. Prohibited Uses and Disclosures.**

- 1) Contractor shall not disclose Department PHI about an individual to a health plan for payment or health care operations purposes if the Department PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. Section 17935(a) and 45 CFR Section 164.522(a).
- 2) Contractor shall not directly or indirectly receive remuneration in exchange for Department PHI.

**D. Responsibilities of Contractor.**

Contractor agrees:

- 1) **Nondisclosure.** Not to use or disclose Department PHI other than as permitted or required by this Agreement or as required by law, including but not limited to 42 CFR Part 2.
- 2) **Compliance with the HIPAA Security Rule.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Department PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of the

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Department, in compliance with 45 CFR Sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of Department PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Section 164, subpart C, in compliance with 45 CFR Section 164.316. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Contractor will provide the Department with its current and updated policies upon request.

- 3) **Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
  - a. Complying with all of the data system security precautions listed in Attachment A, Data Security Requirements.
  - b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement.
  - c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.
- 4) **Security Officer.** Contractor shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with the Department.
- 5) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PHI by Contractor or its subcontractors in violation of the requirements of this Exhibit F.

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- 6) **Reporting Unauthorized Use or Disclosure.** To report to Department any use or disclosure of Department PHI not provided for by this Exhibit F of which it becomes aware.
- 7) **Contractor's Agents and Subcontractors.**
  - a. To enter into written agreements with any agents, including subcontractors and vendors to whom Contractor provides Department PHI, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Contractor with respect to such Department PHI under this Exhibit F, and that require compliance with all applicable provisions of HIPAA, the HITECH Act the HIPAA regulations, and the Final Omnibus Rule of 2013 including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI. As required by HIPAA, the HITECH Act, the HIPAA regulations and the Final Omnibus Rule of 2013, including 45 CFR Sections 164.308 and 164.314, Contractor shall incorporate, when applicable, the relevant provisions of this Exhibit F-1 into each subcontract or sub-award to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI be reported to Contractor.
  - b. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Contractor and the subcontractor, Contractor shall:
    - i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or
    - ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.
- 8) **Availability of Information to the Department and Individuals to Provide Access and Information:**



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- a. To provide access as the Department may require, and in the time and manner designated by the Department (upon reasonable notice and during Contractor's normal business hours) to Department PHI in a Designated Record Set, to the Department (or, as directed by the Department), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for the Department health plan under this Agreement that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for the Department health plan for which Contractor is providing services under this Agreement; or those records used to make decisions about individuals on behalf of the Department. Contractor shall use the forms and processes developed by the Department for this purpose and shall respond to requests for access to records transmitted by the Department within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
  - b. If Contractor maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the Department to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. Section 17935(e) and the HIPAA regulations.
- 9) **Confidentiality of Alcohol and Drug Abuse Patient Records.** Contractor agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.
- 10) **Amendment of Department PHI.** To make any amendment(s) to Department PHI that were requested by a patient and that the Department directs or agrees should be made to assure compliance with 45 CFR Section 164.526, in the time and manner designated by the Department, with the Contractor being given a minimum of twenty days within which to make the amendment.

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- 11) **Internal Practices.** To make Contractor's internal practices, books, and records relating to the use and disclosure of Department PHI available to the Department or to the Secretary, for purposes of determining the Department's compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Contractor, Contractor shall provide written notification to the Department and shall set forth the efforts it made to obtain the information.
- 12) **Documentation of Disclosures.** To document and make available to the Department or (at the direction of the Department) to an individual such disclosures of Department PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of such PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR Section 164.528 and 42 U.S.C. Section 17935(c). If Contractor maintains electronic health records for the Department as of January 1, 2009 and later, Contractor must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.
- 13) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
  - a. **Initial Notice to the Department.** (1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured PHI in electronic media or in any other media if the PHI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person. (2) To notify the Department **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit F-1 or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on

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which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.

Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit (916) 445-4646, (866) 866-0602 or by emailing [privacyofficer@dhcs.ca.gov](mailto:privacyofficer@dhcs.ca.gov). Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time.

Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website ([www.dhcs.ca.gov](http://www.dhcs.ca.gov), then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

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

- i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment.
  - ii) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- b. **Investigation and Investigation Report.** To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI. Within 72 hours of the discovery, Contractor shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Information Protection Unit.

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- c. **Complete Report.** To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.
- d. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary (after obtaining prior written approval of DHCS). If a breach of unsecured Department PHI involves more than 500 residents of the State of California or under its jurisdiction, Contractor shall first notify DHCS, then the Secretary of the breach immediately upon discovery of the breach. If a breach involves more than 500 California residents, Contractor shall also provide, after obtaining written prior approval of DHCS, notice to the Attorney General for the State of California, Privacy Enforcement Section. If Contractor has reason to

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believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents, or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.

- e. **Responsibility for Notification of Affected Individuals.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors and notification of the affected individuals is required under state or Federal law, Contractor shall bear all costs of such notifications as well as any costs associated with the breach. In addition, the Department reserves the right to require Contractor to notify such affected individuals, which notifications shall comply with the requirements set forth in 42U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days after discovery of the breach. The Department Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.
- f. **Department Contact Information.** To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

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<b>Department Program Contract Manager</b>	<b>DHCS Privacy Officer</b>	<b>DHCS Information Security Officer</b>
See the Exhibit A, Scope of Work for Program Contract Manager information	Information Protection Unit c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 (916) 445-4646; (866) 866- 0602  Email: <a href="mailto:privacyofficer@dhcs.ca.gov">privacyofficer@dhcs.ca.gov</a>  Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413  Email: <a href="mailto:iso@dhcs.ca.gov">iso@dhcs.ca.gov</a>  Telephone: ITSD Service Desk (916) 440-7000; (800) 579- 0874  Fax: (916) 440-5537

- 14) **Termination of Agreement.** In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Contractor knows of a material breach or violation by the Department of this Exhibit F-1, it shall take the following steps:
- Provide an opportunity for the Department to cure the breach or end the violation and terminate the Agreement if the Department does not cure the breach or end the violation within the time specified by Contractor or
  - Immediately terminate the Agreement if the Department has breached a material term of the Exhibit F-1 and cure is not possible.
- 15) **Sanctions and/or Penalties.** Contractor understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Contractors may result in the imposition of sanctions and/or penalties on Contractor under HIPAA, the HITECH Act and the HIPAA regulations.

**E. Obligations of the Department.**

The Department agrees to:

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- 1) **Permission by Individuals for Use and Disclosure of PHI.** Provide the Contractor with any changes in, or revocation of, permission by an Individual to use or disclose Department PHI, if such changes affect the Contractor's permitted or required uses and disclosures.
- 2) **Notification of Restrictions.** Notify the Contractor of any restriction to the use or disclosure of Department PHI that the Department has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Contractor's use or disclosure of PHI.
- 3) **Requests Conflicting with HIPAA Rules.** Not request the Contractor to use or disclose Department PHI in any manner that would not be permissible under the HIPAA regulations if done by the Department.
- 4) **Notice of Privacy Practices.** Provide Contractor with the web link to the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR Section 164.520, as well as any changes to such notice. Visit the DHCS website to view the most current Notice of Privacy Practices at:  
<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/NoticeofPrivacyPractices.aspx> or the DHCS website at [www.dhcs.ca.gov](http://www.dhcs.ca.gov) (select "Privacy in the right column and "Notice of Privacy Practices" on the right side of the page).

**F. Audits, Inspection and Enforcement.**

If Contractor is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office for Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Exhibit F-1, Contractor shall immediately notify the Department. Upon request from the Department, Contractor shall provide the Department with a copy of any Department PHI that Contractor, as the Business Associate, provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI to the Secretary. Contractor is responsible for any civil penalties assessed due to an audit or investigation of Contractor, in accordance with 42 U.S.C. Section 17934(c).

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**G. Termination.**

- 1) **Term.** The Term of this Exhibit F-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(J).
- 2) **Termination for Cause.** In accordance with 45 CFR Section 164.504(e)(1)(iii), upon the Department's knowledge of a material breach or violation of this Exhibit F-1 by Contractor, the Department shall:
  - a. Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by the Department or
  - b. Immediately terminate this Agreement if Contractor has breached a material term of this Exhibit F-1 and cure is not possible.



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**F-2**  
**Privacy and Security of Personal Information and Personally Identifiable  
Information Not Subject to HIPAA**

**1. Recitals.**

- A. In addition to the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) the Department is subject to various other legal and contractual requirements with respect to the personal information (PI) and personally identifiable information (PII) it maintains. These include:
  - 1) The California Information Practices Act of 1977 (California Civil Code §§1798 et seq.).
  - 2) Title 42 CFR, Chapter I, Subchapter A, Part 2.
- B. The purpose of this Exhibit F-2 is to set forth Contractor's privacy and security obligations with respect to PI and PII that Contractor may create, receive, maintain, use, or disclose for, or on behalf of Department, pursuant to this Agreement. Specifically this Exhibit applies to PI and PII which is not Protected Health Information (PHI) as defined by HIPAA and therefore is not addressed in Exhibit F-1 of this Agreement, the HIPAA Business Associate Addendum; however, to the extent that data is both PHI or ePHI and PII, both Exhibit F-1 and this Exhibit F-2 shall apply.
- C. The terms used in this Exhibit F-2, but not otherwise defined, shall have the same meanings as those terms have in the above referenced statute and Agreement. Any reference to statutory, regulatory, or contractual language shall be to such language as in effect or as amended.

**2. Definitions.**

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the Final Omnibus Rule.
- B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the final Omnibus Rule.
- C. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C Section 17921 and implementing regulations.
- D. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or

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maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.

- E. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.
- F. Privacy Rule shall mean the HIPAA Regulation that is found at 45 CFR Parts 160 and 164.
- G. Personal Information (PI) shall have the meaning given to such term in California Civil Code section 1798.29.
- H. Protected Health Information (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.
- I. Required by law means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- J. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.
- K. Security Rule shall mean the HIPAA regulation that is found at 45 CFR Parts 160 and 164.

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**3. Terms of Agreement.**

**A. Permitted Uses and Disclosures of Department PI and PII by Contractor**

Except as otherwise indicated in this Exhibit F-2, Contractor may use or disclose Department PI only to perform functions, activities or services for or on behalf of the Department pursuant to the terms of this Agreement provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the Department.

**B. Responsibilities of Contractor**

Contractor agrees:

- 1) Nondisclosure.** Not to use or disclose Department PI or PII other than as permitted or required by this Agreement or as required by applicable state and Federal law.
- 2) Safeguards.** To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of Department PI and PII, to protect against anticipated threats or hazards to the security or integrity of Department PI and PII, and to prevent use or disclosure of Department PI or PII other than as provided for by this Agreement. Contractor shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which incorporate the requirements of section 3, Security, below. Contractor will provide DHCS with its current policies upon request.
- 3) Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
  - a. Complying with all of the data system security precautions listed in Attachment A, Business Associate Data Security Requirements;
  - b. Providing a level and scope of security that is at least comparable to the level and scope of security established by

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the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.

- 4) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Department PI or PII by Contractor or its subcontractors in violation of this Exhibit F-2.
- 5) **Contractor's Agents and Subcontractors.** To impose the same restrictions and conditions set forth in this Exhibit F-2 on any subcontractors or other agents with whom Contractor subcontracts any activities under this Agreement that involve the disclosure of Department PI or PII to the subcontractor.
- 6) **Availability of Information to DHCS.** To make Department PI and PII available to the Department for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of Department PI and PII. If Contractor receives Department PII, upon request by DHCS, Contractor shall provide DHCS with a list of all employees, contractors and agents who have access to Department PII, including employees, contractors and agents of its subcontractors and agents.
- 7) **Cooperation with DHCS.** With respect to Department PI, to cooperate with and assist the Department to the extent necessary to ensure the Department's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of Department PI, correction of errors in Department PI, production of Department PI, disclosure of a security breach involving Department PI and notice of such breach to the affected individual(s).
- 8) **Confidentiality of Alcohol and Drug Abuse Patient Records.** Contractor agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.
- 9) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

**Exhibit F A1**  
**Privacy and Information Security Provisions**

- a. Initial Notice to the Department. (1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured Department PI or PII in electronic media or in any other media if the PI or PII was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon discovery of a suspected security incident involving Department PII. (2) To notify the Department **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII in violation of this Agreement or this Exhibit F-1 or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.
- b. Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic Department PI or PII, notice shall be provided by calling the Department Information Security Officer. Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website ([www.dhcs.ca.gov](http://www.dhcs.ca.gov), then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link:  
<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>.
- c. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PI or PII, Contractor shall take:
  - i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and

**Exhibit F A1**  
**Privacy and Information Security Provisions**

- ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- d. **Investigation and Investigation Report.** To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI. Within 72 hours of the discovery, Contractor shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Department Information Security Officer.
- e. **Complete Report.** To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.
- f. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PI or PII is attributable to Contractor or its agents, subcontractors or vendors, Contractor is

**Exhibit F A1**  
**Privacy and Information Security Provisions**

responsible for all required reporting of the breach as specified in CIPA, section 1798.29. Contractor shall bear all costs of required notifications to individuals as well as any costs associated with the breach. The Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.

- g. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.
- h. **Department Contact Information.** To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

<b>Department Program Contract Manager</b>	<b>DHCS Privacy Officer</b>	<b>DHCS Information Security Officer</b>
See the Exhibit A, Scope of Work for Program Contract Manager information	Information Protection Unit c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 (916) 445-4646 Email: <a href="mailto:privacyofficer@dhcs.ca.gov">privacyofficer@dhcs.ca.gov</a> Telephone: (916) 445-4646 Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: <a href="mailto:iso@dhcs.ca.gov">iso@dhcs.ca.gov</a> Telephone: ITSD Service Desk (916) 440-7000 or (800) 579-0874 Fax: (916) 440-5537

**Exhibit F A1**  
**Privacy and Information Security Provisions**

**10) Designation of Individual Responsible for Security.**

Contractor shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Exhibit F-2 and for communicating on security matters with the Department.



**Exhibit F A1**  
**Privacy and Information Security Provisions**

**F-3**

**Miscellaneous Terms and Conditions**

**Applicable to Exhibit F**

- 1) **Confidentiality of Alcohol and Drug Abuse Patient Records.** Contractor agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.
- 2) **Disclaimer.** The Department makes no warranty or representation that compliance by Contractor with this Exhibit F, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of the Department PHI, PI and PII.
- 3) **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit F may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and Federal laws. Upon either party's request, the other party agrees to promptly enter into negotiations concerning an amendment to this Exhibit F embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and Federal laws. The Department may terminate this Agreement upon thirty (30) days written notice in the event:
  - A) Contractor does not promptly enter into negotiations to amend this Exhibit F when requested by the Department pursuant to this section; or
  - B) Contractor does not enter into an amendment providing assurances regarding the safeguarding of Department PHI that the Department deems is necessary to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- 4) **Judicial or Administrative Proceedings.** Contractor will notify the Department if it is named as a defendant in a criminal proceeding for a violation of HIPAA or other security or privacy law. The Department may terminate this Agreement if Contractor is found guilty of a criminal violation of HIPAA. The Department may terminate this Agreement if a finding or stipulation that the Contractor has violated any standard or requirement of

**Exhibit F A1**  
**Privacy and Information Security Provisions**

HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Contractor is a party or has been joined. DHCS will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.

- 5) **Assistance in Litigation or Administrative Proceedings.** Contractor shall make itself and any subcontractors, employees, or agents assisting Contractor in the performance of its obligations under this Agreement, available to the Department at no cost to the Department to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Department, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.
- 6) **No Third-Party Beneficiaries.** Nothing expressed or implied in the terms and conditions of this Exhibit F is intended to confer, nor shall anything herein confer, upon any person other than the Department or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- 7) **Interpretation.** The terms and conditions in this Exhibit F shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA regulations. The parties agree that any ambiguity in the terms and conditions of this Exhibit F shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations, and, if applicable, any other relevant state and Federal laws.
- 8) **Conflict.** In case of a conflict between any applicable privacy or security rules, laws, regulations or standards the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI, PI and PII from unauthorized disclosure. Further, Contractor must comply within a reasonable period of time with changes to these standards that occur after the effective date of this Agreement.
- 9) **Regulatory References.** A reference in the terms and conditions of this Exhibit F to a section in the HIPAA regulations means the section as in effect or as amended.
- 10) **Survival.** The respective rights and obligations of Contractor under Section 3, Item D of Exhibit F-1, and Section 3, Item B of Exhibit F-2, Responsibilities of Contractor, shall survive the termination or expiration of this Agreement.

**Exhibit F A1**  
**Privacy and Information Security Provisions**

- 11) **No Waiver of Obligations.** No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- 12) **Audits, Inspection and Enforcement.** From time to time, and subject to all applicable Federal and state privacy and security laws and regulations, the Department may conduct a reasonable inspection of the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit F. Contractor shall promptly remedy any violation of any provision of this Exhibit F. The fact that the Department inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Exhibit F. The Department's failure to detect a non-compliant practice, or a failure to report a detected non-compliant practice to Contractor does not constitute acceptance of such practice or a waiver of the Department's enforcement rights under this Agreement, including this Exhibit F.
- 13) **Due Diligence.** Contractor shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Exhibit F and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and other applicable state and Federal law, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Exhibit F.
- 14) **Term.** The Term of this Exhibit F-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(I), and when all Department PI and PII is destroyed in accordance with Attachment A.
- 15) **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all Department PHI, PI and PII that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify the Department of the conditions that make the return or destruction infeasible, and the Department and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of this Exhibit F to such Department PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This provision shall apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

**Exhibit F A1**  
**Privacy and Information Security Provisions**

**Attachment I**  
**Business Associate Data Security Requirements**

**I. Personnel Controls.**

- A. *Employee Training.*** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PHI or PI must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- B. *Employee Discipline.*** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. *Confidentiality Statement.*** All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.
- D. *Background Check.*** Before a member of the workforce may access DHCS PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

**II. Technical Security Controls.**

- A. *Workstation/Laptop encryption.*** All workstations and laptops that process and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced

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**Privacy and Information Security Provisions**

Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.

- B. **Server Security.** Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. **Minimum Necessary.** Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. **Removable media devices.** All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- E. **Antivirus software.** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- F. **Patch Management.** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- G. **User IDs and Password Controls.** All users must be issued a unique user name for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
  - Upper case letters (A-Z)
  - Lower case letters (a-z)

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**Privacy and Information Security Provisions**

- Arabic numerals (0-9)
  - Non-alphanumeric characters (punctuation symbols)
- H. **Data Destruction.** When no longer needed, all DHCS PHI or PI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PHI or PI cannot be retrieved.
- I. **System Timeout.** The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. **Warning Banners.** All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- K. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. **Access Controls.** The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.
- M. **Transmission encryption.** All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

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**Privacy and Information Security Provisions**

**III. Audit Controls.**

- A. *System Security Review.*** All systems processing and/or storing DHCS PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- B. *Log Reviews.*** All systems processing and/or storing DHCS PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. *Change Control.*** All systems processing and/or storing DHCS PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

**IV. Business Continuity / Disaster Recovery Controls**

- A. *Emergency Mode Operation Plan.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PHI or PI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- B. *Data Backup Plan.*** Contractor must have established documented procedures to backup DHCS PHI to maintain retrievable exact copies of DHCS PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

**V. Paper Document Controls.**

- A. *Supervision of Data.*** DHCS PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

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- B. *Escorting Visitors.*** Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.
- C. *Confidential Destruction.*** DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- D. *Removal of Data.*** DHCS PHI or PI must not be removed from the premises of the Contractor except with express written permission of DHCS.
- E. *Faxing.*** Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. *Mailing.*** Mailings of DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.



RESOLUTION NO 2018-226

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE  
FOR AGREEMENT #16-93238 BETWEEN THE STATE OF CALIFORNIA DEPARTMENT  
OF HEALTH CARE SERVICES AND RIVERSIDE UNIVERSITY HEALTH SYSTEM-  
BEHAVIORAL HEALTH FOR THE DRUG MEDI-CAL ORGANIZED DELIVERY SYSTEM

**BE IT RESOLVED AND ORDERED** by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on January 8, 2019, that the Board of Supervisors approves and accepts Amendment A02 to Agreement #16-93238 between the State of California Department of Health Care Services (DHCS) and Riverside University Health System-Behavioral Health (RUHS-BH) and authorizes:

1. The Director of Behavioral Health to accept and sign documents related to Agreement #16-93238 and administer the grant. This authority shall include signature of necessary acceptance documents and amendments that otherwise increase or modify the agreement, exhibits, certifications and reports. Amendments shall be approved by County counsel;
2. The Director of Behavioral Health shall promptly report to the Board all funding changes for budget and Auditor Controller purposes and any material changes or significant new developments related to the grant.

**ADOPTED, SIGNED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by the Board of Supervisors of the County of Riverside.

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSTENTIONS: \_\_\_\_\_ ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Chairman of the Board of Supervisors

**ATTEST:**

Kecia Harper-Ihem  
Clerk to the Board of Supervisors

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

**COUNTY COUNSEL:**

Gregory P. Priamos  
Approved as to form

By:   
Deputy County Counsel

**Riverside County Board of Supervisors  
Request to Speak**

Submit request to Clerk of Board (right of podium),  
Speakers are entitled to three (3) minutes, subject  
to Board Rules listed on the reverse side of this  
form.

**SPEAKER'S NAME:** Lorraine Day

**Address:** PO Box

**City:** Thousand Palms **Zip:** 92276

**Phone #:** 760-343-0968

**Date:** 7/8/19 **Agenda #** 8660 21.1

**PLEASE STATE YOUR POSITION BELOW:**

**Position on "Regular" (non-appealed) Agenda Item:**

       **Support**      ☒ **Oppose**             **Neutral**

**Note:** If you are here for an agenda item that is filed  
for "Appeal", please state separately your position on  
the appeal below:

       **Support**             **Oppose**             **Neutral**

**I give my 3 minutes to:** \_\_\_\_\_

## **BOARD RULES**

### **Requests to Address Board on "Agenda" Items:**

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

### **Requests to Address Board on items that are "NOT" on the Agenda/Public Comment:**

Notwithstanding any other provisions of these rules, a member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. **YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.** Donated time is not permitted during Public Comment.

### **Power Point Presentations/Printed Material:**

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please ensure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

### **Individual Speaker Limits:**

**Individual speakers are limited to a maximum of three (3) minutes.**

Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin to flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. ***Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.***

### **Group/Organized Presentations:**

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the bottom of the form.

### **Addressing the Board & Acknowledgement by Chairman:**

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman, may result in removal from the Board Chambers by Sheriff Deputies.

## Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium),  
Speakers are entitled to three (3) minutes, subject  
to Board Rules listed on the reverse side of this  
form.

**SPEAKER'S NAME:**

~~JOE~~ CARACCIOLLO

**Address:**

P.O. Box 3725

**City:**

RANCHO SANTAFE

**Zip:**

92067

**Phone #:**

619-507-3737

**Date:**

1/8/18

## Agenda #

21.1

**PLEASE STATE YOUR POSITION BELOW:**

**Position on "Regular" (non-appealed) Agenda Item:**

## Support

## Oppose

**\_Neutral**

**Note:** If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

## Support

## Oppose

~~Neutral~~

**I give my 3 minutes to:**

## **BOARD RULES**

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Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin to flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. ***Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.***

### **Group/Organized Presentations:**

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the bottom of the form.

### **Addressing the Board & Acknowledgement by Chairman:**

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman, may result in removal from the Board Chambers by Sheriff Deputies.

LORRAINE DAY, M.D.

P.O. BOX 8  
THOUSAND PALMS, CA 92276  
TEL (760) 343-0965 • FAX (760) 343-0765

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS

2019 JAN -2 AM 11:33

December 27, 2018

Board of Supervisors of Riverside County  
4080 Lemon Street  
1<sup>st</sup> Floor  
Post Office Box 1147  
Riverside, CA 92502

Re: **General Plan Amendment No. 1217** - Notice of hearing, received  
December 26, 2018, on Change of Zoning to low income housing on Ramon  
Road in Thousand Palms, CA

To the Board of Supervisors:

"Thank you so much" for sending the notice of the hearing that will be held in Riverside on Tuesday, January 8, a venue that is **over 60 miles away** from where you have decided to lower our property values by forcing even MORE low-income housing on our community, a meeting location that is **very convenient for the Supervisors** but **very inconvenient for most of the residents of Thousand Palms**, the community that will be heavily affected by your decision.

"Thank you" also for holding the hearing on a **Tuesday morning**, when almost everyone in Thousand Palms **will have to be at work**. Again, a time that is **convenient for the Supervisors**, but **very inconvenient for the community of Thousand Palms**, that will be heavily affected by your decision.

Also, "thank you" for giving us "**so much time**" to respond, **especially during the Christmas/New Year holidays**. Christmas has just passed, and the New Year is coming up next week, a time when many people are out of town visiting relatives, and everyone's life is so much busier than usual. You are giving us about 10 days to respond – 10 days during the busiest time of the year. **How convenient for you** – to decrease any opposition to your decision!

We citizens of Thousand Palms clearly have been "set up" by the Board of Supervisors!

This is the kind of contempt that is shown to the citizens of a Communist country, or a Police State – everything for the politicians, and "Let them eat cake" for the lowly citizens.

8660  
1/8/19 21.1  
2019-1-141764

This should **not** be the way a Republic is run, but the fringe on the flag in all U.S. courtrooms now **does** warn us that we have no constitutional rights. (Look it up!)

I'm sure that pointing out the truth will not sit well with all of you Supervisors, but it probably won't make any difference, because your decision has already been made. And none of you will read my letter anyway. You don't care what we think. This hearing, as virtually ALL your hearings are, **is just for show** – just to make the citizens **THINK** they have a voice in government, while the Supervisors will probably be sitting smugly on their raised dais, with the lowly citizens sitting in seats several feet beneath them.

In Thousand Palms, we already have loads of low-income housing in our community, we don't need anymore. Tri-Palms Estates, virtually ALL low-income housing (hundreds of homes), is right across the street from where you propose to force even MORE low-income housing on us. Also, there is a large development of low-income housing at the north end of the Robert Road area, about a mile away. That is working out "really well" because the low-income tenants have easy access to **steal** from the businesses in the business park on Rio del Sol/Front Street, that is adjacent to the low-income housing in the area of El Centro Way. And "**Steal from them**" – they do!

I guess that's what we have to look forward to, now that you are forcing low-income housing into our own neighborhood - - - so we can experience the same results! Is that your wish for us? Are you suggesting that we will be enriched by this "diversity" – as the business owners on Rio del Sol/Front street business park have been "enriched" by the thievery perpetrated on them - - perpetrated by the decision of you, the Supervisors?

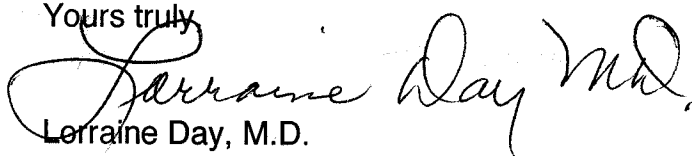
Could you please tell me how much low-income housing you have forced into YOUR **own** neighborhoods, the neighborhoods of the Supervisors, or your relatives, in the last year, or even in the last five years. I'll bet it's NONE, or close to NONE!

It's the old "Golden Rule." He who has the Gold – Rules! As in George Orwell's "Animal Farm" – everyone is equal, but **some are "more equal" than others!**

Well, I am exercising my supposed right as a citizen to protest all of you Riverside County Supervisors from re-zoning the area adjacent to our home, although I know that it will probably do no good at all, because, as I said above, this hearing is only a Sham! Undoubtedly, you have already made your decision, as you always do.

I know how government works - - - it works Badly! Just watch!

Yours truly

  
Lorraine Day, M.D.

**NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON A GENERAL PLAN AMENDMENT, CHANGE OF ZONE, TENTATIVE PARCEL MAP, TENTATIVE TRACT MAP, AND ADOPTION OF A MITIGATED NEGATIVE DECLARATION IN THE THOUSAND PALMS ZONING DISTRICT, FOURTH SUPERVISORIAL DISTRICT**

NOTICE IS HEREBY GIVEN that a public hearing at which all interested persons will be heard, will be held before the Board of Supervisors of Riverside County, California, on the 1<sup>st</sup> Floor Board Chambers, County Administrative Center, 4080 Lemon Street, Riverside, on **Tuesday, January 8, 2019 at 10:00 A.M.** or as soon as possible thereafter, to consider the Planning Commission's recommendation for approval on **General Plan Amendment No. 1217**, which proposes to change the General Plan Land Use Designation on properties totaling 108 gross acres from Community Development: Low Density Residential (CD: VLDR) (1 Acre Minimum) to Community Development: Medium Density Residential (CD: MDR) (2-5 D.U./Ac.) on an approximate 101-acre portion of 108 gross acres and to Community Development: High Density Residential (CD: HHDR) (20+ D.U./Ac.) on an approximate 7.10 acre portion of the 108 gross acres along the Ramon Road frontage. **Change of Zone No. 7936**, which proposes to amend the zoning classification for a 7.10 acre portion of 108 gross acre site along the Ramon Road frontage portion of the subject property from Scenic Highway Commercial (C-P-S) to General Residential (R-3). **Tentative Parcel Map No. 36804**, which proposes a Schedule J subdivision to divide 108 gross acres into four (4) parcels. **Tentative Tract Map No. 36805**, which proposes a unit phased Schedule A subdivision to divide 108 gross acres into 371 single-family residential lots with lot sizes ranging from 6,000 square feet minimum to 14,000 square feet maximum, with private streets, retention areas, tot lots, walking and jogging trails, training track, BBQ areas, and water features. This project is located north of Ramon Road, west of Vista Del Sol, east of Desert Moon Drive in the Thousand Palms Zoning District of the Fourth Supervisorial District.

The Planning Commission recommended that the Board of Supervisors approve the project and adopt a Mitigated Negative Declaration for **Environmental Assessment No. 42751**.

The project case file may be viewed from the date of this notice until the public hearing, Monday through Friday, from 8:00 a.m. to 5:00 p.m. at the Riverside County Planning Department at 4080 Lemon Street, 12th Floor, Riverside, California 92501.

FOR FURTHER INFORMATION REGARDING THIS PROJECT, PLEASE CONTACT JAY OLIVAS, PROJECT PLANNER, AT (760) 863-7050 OR EMAIL [jolivas@rivco.org](mailto:joliv@rivco.org)

Any person wishing to testify in support of or in opposition to the project may do so in writing between the date of this notice and the public hearing, or may appear and be heard at the time and place noted above. All written comments received prior to the public hearing will be submitted to the Board of Supervisors and the Board of Supervisors will consider such comments, in addition to any oral testimony, before making a decision on the project.

If you challenge the above item in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence to the Planning Commission or Board of Supervisors at, or prior to, the public hearing. Be advised that as a result of the public hearing and the consideration of all public comment, written and oral, the Board of Supervisors may amend, in whole or in part, the project and/or the related environmental document. Accordingly, the designations, development standards, design or improvements, or any properties or lands within the boundaries of the project, may be changed in a way other than specifically proposed.

Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact Clerk of the Board at (951) 955-1063, at least 72 hours prior to hearing.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147 or email [cob@rivco.org](mailto:cob@rivco.org)

Dated: December 20, 2018

Kecia Harper-Ihem, Clerk of the Board

By: Stephanie Cribbs, Board Assistant



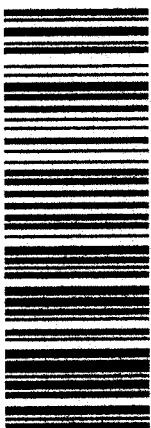
CERTIFIED MAIL

LORRAINE DAY, M.D.

P.O. BOX 8  
THOUSAND PALMS, CA 92276

RECEIVED RIVERSIDE COUNTY  
CLERK / BOARD OF SUPERVISORS

2019 JAN -2 AM 11:33



7016 0910 0001 4743 5749



1000

92502-1147

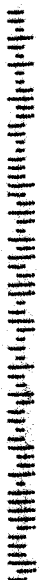
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FCM LETTER  
THOUSAND PALMS, CA  
92276  
DEC 28, 18  
AMOUNT

**\$6.70**

R2305K131870-06

Clerk of the Board of Supervisors  
Riverside County  
4080 Lemon St, 1<sup>st</sup> Floor  
Post Office Box 1147  
Riverside, CA 92502-1147

92502-1147 B007





OFFICE OF THE  
CLERK OF THE BOARD OF SUPERVISORS  
1st FLOOR, COUNTY ADMINISTRATIVE CENTER  
P.O. BOX 1147, 4080 LEMON STREET  
RIVERSIDE, CA 92502-1147  
PHONE: (951) 955-1060 FAX: (951) 955-1071

KECIA HARPER-IHEM  
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR  
Assistant Clerk of the Board

December 20, 2018

THE PRESS ENTERPRISE  
ATTN: LEGALS  
P.O. BOX 792  
RIVERSIDE, CA 92501

PH : (951) 368-9225  
E-MAIL: [legals@pe.com](mailto:legals@pe.com)

RE: NOTICE OF PUBLIC HEARING: GPA 1217, CZ 7936, PM 36804, TR 36805

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **One (1) time on Friday, December 28, 2018.**

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office, **WITH TWO CLIPPINGS OF THE PUBLICATION.**

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

*Stephanie Cribbs*

Board Assistant to:  
KECIA HARPER-IHEM, CLERK OF THE BOARD

1/8/2019 21.1



OFFICE OF THE  
CLERK OF THE BOARD OF SUPERVISORS  
1st FLOOR, COUNTY ADMINISTRATIVE CENTER  
P.O. BOX 1147, 4080 LEMON STREET  
RIVERSIDE, CA 92502-1147  
PHONE: (951) 955-1060 FAX: (951) 955-1071

**KECIA HARPER-IHEM**  
Clerk of the Board of Supervisors

**KIMBERLY A. RECTOR**  
Assistant Clerk of the Board

December 20, 2018

THE DESERT SUN  
ATTN: LEGALS  
P.O. BOX 2734  
PALM SPRINGS, CA 92263

PH : (760) 322-2222  
E-MAIL: [legals@thedesertsun.com](mailto:legals@thedesertsun.com)

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Sincerely,

*Stephanie Cribbs*

Board Assistant to:  
KECIA HARPER-IHEM, CLERK OF THE BOARD

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The Planning Commission recommended that the Board of Supervisors approve the project and adopt a Mitigated Negative Declaration for **Environmental Assessment No. 42751**.

The project case file may be viewed from the date of this notice until the public hearing, Monday through Friday, from 8:00 a.m. to 5:00 p.m. at the Riverside County Planning Department at 4080 Lemon Street, 12th Floor, Riverside, California 92501.

FOR FURTHER INFORMATION REGARDING THIS PROJECT, PLEASE CONTACT JAY OLIVAS, PROJECT PLANNER, AT (760) 863-7050 OR EMAIL [jolivas@rivco.org](mailto:jolivas@rivco.org)

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Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147 or email [cob@rivco.org](mailto:cob@rivco.org)

Dated: December 20, 2018

Kecia Harper-Ihem, Clerk of the Board

By: Stephanie Cribbs, Board Assistant

# CERTIFICATE OF POSTING

(Original copy, duly executed, must be attached to  
the original document at the time of filing)

I, Stephanie Cribbs, Board Assistant to Kecia Harper-Ihem, Clerk of the Board of Supervisors, for the County of Riverside, do hereby certify that I am not a party to the within action or proceeding; that on December 20, 2018, I forwarded to Riverside County Clerk & Recorder's Office a copy of the following document:

## NOTICE OF PUBLIC HEARING

General Plan Amendment No. 1217

to be posted in the office of the County Clerk at 2724 Gateway Drive, Riverside, California 92507. Upon completion of posting, the County Clerk will provide the required certification of posting.

**Board Agenda Date:** January 08, 2019 @ 10:00 a.m.

SIGNATURE: Stephanie Cribbs      DATE: December 20, 2018  
Stephanie Cribbs

# **CERTIFICATE OF MAILING**

(Original copy, duly executed, must be attached to  
the original document at the time of filing)

I, Stephanie Cribbs, Board Assistant, for the County of Riverside, do hereby certify that I am not a party to the within action or proceeding; that on December 20, 2018, I mailed a copy of the following document:

## **NOTICE OF PUBLIC HEARING**

General Plan Amendment No. 1217

to the parties listed in the attached labels, by depositing said copy with postage thereon fully prepaid, in the United States Post Office, 3890 Orange St., Riverside, California, 92501.

**Board Agenda Date:** January 08, 2019 @ 10:00 a.m.

SIGNATURE: Stephanie Cribbs  
Stephanie Cribbs

DATE: December 20, 2018

# THE PRESS-ENTERPRISE

DATE	ORDER NUMBER	PO Number	PRODUCT	SIZE	Amount
12/28/18	0011215883		PE Riverside	4 x 71 Li	369.20

Invoice text: GPA 1217

Placed by: Stephanie Cribbs

## Legal Advertising Memo Invoice

BALANCE DUE

369.20

SALES/CONTACT INFORMATION		ADVERTISER INFORMATION		
Nick Eller 951-368-9229	BILLING DATE	BILLED ACCOUNT NUMBER	ADVERTISER/CLIENT NUMBER	ADVERTISER/CLIENT NAME
	12/28/2018	5209148	5209148	BOARD OF SUPERVISORS



**THE PRESS-ENTERPRISE**

Legal Advertising Memo Invoice

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BOARD OF SUPERVISORS		
BILLING DATE	BILLED ACCOUNT NUMBER	ADVERTISER/CLIENT NUMBER
12/28/2018	5209148	5209148
BALANCE DUE	ORDER NUMBER	TERMS OF PAYMENT
369.20	0011215883	DUE UPON RECEIPT

BILLING ACCOUNT NAME AND ADDRESS

REMITTANCE ADDRESS

BOARD OF SUPERVISORS  
 COUNTY OF RIVERSIDE  
 'PO BOX 1147'  
 RIVERSIDE, CA 92502

CALIFORNIA NEWSPAPER PARTNERSHIP  
 dba The Press-Enterprise  
 PO Box 65210  
 Colorado Springs, CO 80962-5210

# THE PRESS-ENTERPRISE

1825 Chicago Ave, Suite 100  
Riverside, CA 92507  
951-684-1200  
951-368-9018 FAX

**PROOF OF PUBLICATION  
(2010, 2015.5 C.C.P)**

Publication(s): The Press-Enterprise

PROOF OF PUBLICATION OF

Ad Desc.: GPA 1217 /

I am a citizen of the United States. I am over the age of eighteen years and not a party to or interested in the above entitled matter. I am an authorized representative of THE PRESS-ENTERPRISE, a newspaper in general circulation, printed and published daily in the County of Riverside, and which newspaper has been adjudicated a newspaper of general circulation by the Superior Court of the County of Riverside, State of California, under date of April 25, 1952, Case Number 54446, under date of March 29, 1957, Case Number 65673, under date of August 25, 1995, Case Number 267864, and under date of September 16, 2013, Case Number RIC 1309013; that the notice, of which the annexed is a printed copy, has been published in said newspaper in accordance with the instructions of the person(s) requesting publication, and not in any supplement thereof on the following dates, to wit:

**12/28/2018**

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date: December 28, 2018  
At: Riverside, California

  
Legal Advertising Representative, The Press-Enterprise

BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE  
PO BOX 1147  
RIVERSIDE, CA 92502

Ad Number: 0011215883-01

P.O. Number:

## Ad Copy:

**NOTICE OF PUBLIC HEARING BEFORE THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY ON A GENERAL PLAN AMENDMENT, CHANGE OF ZONE, TENTATIVE PARCEL MAP, TENTATIVE TRACT MAP, AND ADOPTION OF A MITIGATED NEGATIVE DECLARATION IN THE THOUSAND PALMS ZONING DISTRICT, FOURTH SUPERVISORIAL DISTRICT**

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Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147 or email [cob@rivco.org](mailto:cob@rivco.org)

Dated: December 20, 2018      Kecia Harper-Ihem, Clerk of the Board  
By: Stephanie Cribbs, Board Assistant

12/28



## PROPERTY OWNERS CERTIFICATION FORM

I, VINNIE NGUYEN certify that on August 06, 2018,

The attached property owners list was prepared by Riverside County GIS,

APN (s) or case numbers CZ07936 GPA1217 TR36805 PM36805 for

Company or Individual's Name RCIT - GIS,

Distance buffered 600'

Pursuant to application requirements furnished by the Riverside County Planning Department. Said list is a complete and true compilation of the owners of the subject property and all other property owners within 600 feet of the property involved, or if that area yields less than 25 different owners, all property owners within a notification area expanded to yield a minimum of 25 different owners, to a maximum notification area of 2,400 feet from the project boundaries, based upon the latest equalized assessment rolls. If the project is a subdivision with identified off-site access/improvements, said list includes a complete and true compilation of the names and mailing addresses of the owners of all property that is adjacent to the proposed off-site improvement/alignment.

I further certify that the information filed is true and correct to the best of my knowledge. I understand that incorrect or incomplete information may be grounds for rejection or denial of the application.

TITLE: GIS Analyst

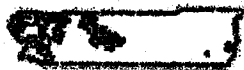
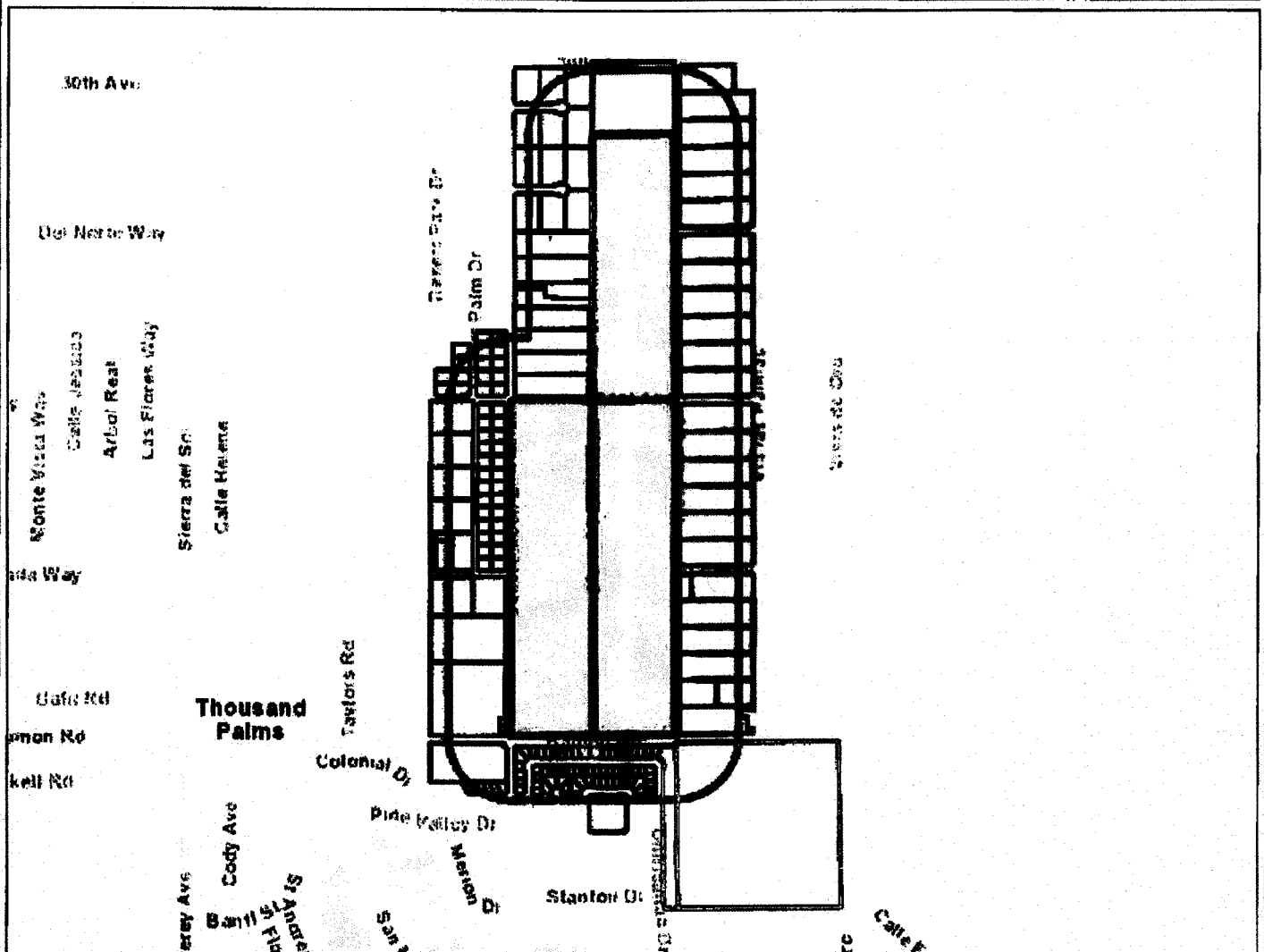
ADDRESS: 4080 Lemon Street 9<sup>TH</sup> Floor

Riverside, Ca. 92502

TELEPHONE NUMBER (8 a.m. - 5 p.m.): (951) 955-8158

# Riverside County GIS Mailing Labels

CZ07936 GPA1217TR36805PM36804 ( 600 feet buffer )



## Legend

- County Boundary
- Cities
- World Street Map

## Notes



0 1,505 3,009 Feet



"IMPORTANT" Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON...8/6/2018 10:04:50 AM

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C/O C/O THOMAS S NOBLE  
P O BOX 12950  
PALM DESERT CA 92255

693061012  
SHENANDOAH VENTURES  
320 N PARK VISTA ST  
ANAHEIM CA 92806

693131018  
FLOR DEMARIA INZUNZA ESPARZA  
MARIA AMADA ESPARZA RODRIGUEZ  
72490 EL CENTRO WAY NO 101  
THOUSAND PLMS CA 92276

693131023  
JUAN PABLO REYNOSO  
PATRICIA SALAZAR  
73744 BLACK EAGLE DR  
THOUSAND PLMS CA. 92276

693131022  
APOLONIO REYNOSO  
ANGELINA NAVARRO  
73736 BLACK EAGLE DR  
THOUSAND PLMS CA. 92276

693131006  
BARBARA O CIOCH  
73-221 SAN CARLOS DR  
THOUSAND PALMS CA 92276

693131020  
GUYRUN AMIRGHAN  
MARBEE AMIRGHAN  
33401 ACAPULCO TR  
THOUSAND PLMS CA 92276

693131021  
PEDRO SIORDIA  
GUADALUPE DELGADO  
P O BOX 3994  
PALM DESERT CA 92261

693131005  
JUAN DELGADO  
TIBURSA DELGADO  
P O BOX 276  
THOUSAND PLMS CA 92276

693131012  
LUCIA BALBINI  
PO BOX 532  
THOUSAND PLMS CA 92276

693131015  
MARK COHEN  
MALEEA COHEN  
C/O C/O MALEEA COHEN  
73676 BLACK EAGLE DR  
THOUSAND PLMS CA. 92276

693061021  
MANUFACTURED HOME FINANCIAL  
PO BOX 20557  
RIVERSIDE CA 92516

693132022  
BETTY BERLO  
32297 PAINTED ROCK CIR  
THOUSAND PALMS CA 92276

693131014  
PATRICIA K SIMMONS  
73654 BLACK EAGLE DR  
THOUSAND PLMS CA. 92276

693131013  
LORAIN K HARPER  
73632 BLACK EAGLE DR  
THOUSAND PLMS CA. 92276

693135001  
SHENANDOAH VENTURES  
320 N PARK VISTA ST  
ANAHEIM CA 92806

693132028  
JAMES A WOODEN  
KIM L WOODEN  
1041 18TH ST NO 2  
SANTA MONICA CA 90403

693061020  
ALLENE BOISVERT  
P O BOX 244  
THOUSAND PALMS CA 92276

693132049  
JAMES A LEONOVICH  
ANN M LEONOVICH  
32179 PAINTED ROCK CIR  
THOUSAND PLMS CA. 92276

693061022  
CAROLYNE P SITTERLY  
31220 VIA LAS PALMAS  
THOUSAND PLMS CA 92276

693131016  
DAVID E RYAN  
KELLY M RYAN  
73688 BLACK EAGLE DR  
THOUSAND PLMS CA. 92276

693132055  
MARYANN M PASCOE  
31112 VIA PARED  
THOUSAND PLMS CA 92276

693132039  
MARY DEE ROBINSON  
SCOT LYNCH  
KIMBERLY MONZINGO LYNCH  
73630 N PACHETA SQ  
THOUSAND PLMS CA. 92276

693061019  
ALEXANDER MALOWSKI  
MICHELINE MALOWSKI  
73410 COLONIAL DR  
THOUSAND PLMS CA. 92276

693132054  
DENISE ANN MOTTO  
32186 WELLS FARGO RD  
THOUSAND PLMS CA. 92276

693132021  
ALICIA BARKER  
73221 SAN CARLOS DR  
THOUSAND PLMS CA 92276

693132044  
PINKPIGGY INV  
30 N GOULD ST NO 7001  
SHERIDAN WY 82801

693132027  
BOUTSABONG BRUMMOND  
THEPLASY SIHALATH  
PHETLASY SIHALATH  
C/O THEPLASY SIHALATH  
73981 WHITE SANDS DR  
THOUSAND PALMS CA 92276

693131011  
MONIQUE DUSHAUNE  
FLEDA DUSHAUNE  
73600 BLACK EAGLE DR  
THOUSAND PLMS CA. 92276

693131009  
NORMA DENE RUTLEDGE  
73564 BLACK EAGLE DR  
THOUSAND PLMS CA. 92276

693131007  
KARLA JAN POLING  
525 PARK BLVD APT 59  
OGDEN UT 84401

693131001  
BARBARA D CARTER  
32153 WELLS FARGO  
THOUSAND PLMS CA. 92276

693061018  
DANIEL V MORRIS  
GAIL C MORRIS  
C/O 1206 CHERRY POINT RD  
73400 COLONIAL DR  
THOUSAND PLMS CA. 92276

693180002  
SHENANDOAH VENTURES  
320 N PARK VISTA ST  
ANAHEIM CA 92806

693131010  
CAL 1ST HOLDING CORP  
C/O C/O KEN LETOURNEAU  
PO BOX 5022  
BELLFLOWER CA 90707

693131008  
JUAN DELGADO  
TIBURSA DELGADO  
P O BOX 276  
THOUSAND PLMS CA 92276

693131017  
AMBROCIO RIVAS  
ANGELINA BAUTISTA  
73694 BLACK EAGLE DR  
THOUSAND PLMS CA. 92276

693061023  
JAMES A BERNT  
MARGARET M BERNT  
C/O 11-7330 ELM RD  
73450 COLONIAL DR  
THOUSAND PLMS CA. 92276

693131019  
WILLIAM L STREAM  
73710 BLACK EAGLE DR  
THOUSAND PLMS CA. 92276

693132013  
TIMOTHY S GRAHAM  
CHRISTINE GRAHAM  
C/O C/O TIM GRAHAM  
74053 COLLEGE VIEW CIR  
PALM DESERT CA 92211

693132002  
JAMES A MORGAN  
CHERIE R MORGAN  
73541 BLACK EAGLE DR  
THOUSAND PLMS CA. 92276

693132011  
KRM VICTORIA  
P O BOX 215  
THOUSAND PLMS CA 92276

693132015  
WILFRIDO OROZCO  
73709 BLACK EAGLE DR  
THOUSAND PLMS CA. 92276

693132008  
GEORGIA SANDERSON  
P O BOX 342  
THOUSAND PALM CA 92276

693132012  
ROBERT DEL GAGNON  
LORI ANN GAGNON  
73612 HIGHWAY 111  
PALM DESERT CA 92260

693132017  
MILO H BICKMORE  
DORIS H BICKMORE  
33240 WESTCHESTER DR  
THOUSAND PALMS CA 92276

693132010  
ROBERT J MUSSER  
MADELINE MUSSER  
12165 E VIA TOMA VISTA  
YUMA AZ 85367

693132001  
KARLA POLING MARRIOTT  
525 PARK BLV APT 59  
OGDEN UT 84401

693132032  
MICKEY MCCONNELL  
73700 PACHETA SQ  
THOUSAND PLMS CA. 92276

693132031  
GARY W BRUMMOND  
BOUTSABONG BRUMMOND  
73981 WHITE SANDS DR  
THOUSAND PLMS CA 92276

693132045  
CINDY ANN ROSE  
32150 PAINTED ROCK CIR  
THOUSAND PLMS CA. 92276

693131003  
JORGE BORQUEZ FUENTES  
DELFINA LOMELI TERRAZA  
30145 ARBOL REAL  
THOUSAND PALMS CA 92276

693132038  
OSCAR V HERNANDEZ  
73640 N PACHETA SQ  
THOUSAND PLMS CA. 92276

693132029  
ELBA GUILLEN  
JUANITA GUILLEN  
C/O C/O JUANITA GUILLEN  
73724 N PACHETA SQ  
THOUSAND PLMS CA. 92276

693132030  
THOMA FRANCES L ESTATE OF  
MELINDA G GREENLEE  
C/O C/O MELINDA G GREENLEE  
6372 W 82ND ST  
LOS ANGELES CA 90046

693132019  
ELY REYES CARDENAS  
FELICANA ESCOBAR LOPEZ  
32115 CHIRICAHUA DR  
THOUSAND PLMS CA. 92276

693132036  
KENNETH L WARD  
73660 N PACHETA SQ  
THOUSAND PLMS CA. 92276

693131002  
LARRY KING  
32110 OAKLAND HILLS  
THOUSAND PLMS CA. 92276

693132046  
E SMITH  
32130 PAINTED ROCK CIR  
THOUSAND PLMS CA. 92276

693132034  
GARY W BRUMMOND  
BOUTSABONG BRUMMOND  
73981 WHITE SANDS DR  
THOUSAND PALMS CA. 92276

693132037  
ALEXIS RAE LOPEZ  
73650 PACHETA SQ  
THOUSAND PLMS CA. 92276

693132006  
JUSTITO G ELGUIRA  
LOLITA A ELGUIRA  
73619 BLACK EAGLE DR  
THOUSAND PLMS CA. 92276

693132048  
EDWARD F HUMMER  
ELIZABETH HUMMER  
32149 PAINTED ROCK CIR  
THOUSAND PLMS CA. 92276

693132020  
SANCHEZ CARLOS MANUEL INZUNZA  
83-480 ELLA AVE  
THERMAL CA. 92274

693132005  
MICHELE HURST  
73607 BLACK EAGLE DR  
THOUSAND PLMS CA. 92276

693132004  
SAMUEL HERNANDEZ  
ANA ROSA HERNANDEZ  
73585 BLACK EAGLE DR  
THOUSAND PLMS CA. 92276

693131004  
CAL 1ST HOLDING CORP  
C/O C/O KEN LETOURNEAU  
PO BOX 5022  
BELLFLOWER CA. 90707

693132003  
MARIA DEL CARMEN BLANCO  
73221 WYCONDA ST  
THOUSAND PALMS CA. 92276

693132016  
MILO H BICKMORE  
DORIS A BICKMORE  
33240 WESTCHESTER DR  
THOUSAND PALMS CA. 92276

693132018  
PEARLINE M ZALEWA  
32091 CHIRICAHUA DR  
THOUSAND PLMS CA. 92276

693132014  
ALEJANDRO AGUILAR  
MARIA G AGUILAR  
68830 LOS GATOS RD  
CATHEDRAL CY CA 92234

693132007  
JOSE AMAYA  
73631 BLACK EAGLE DR  
THOUSAND PLMS CA. 92276

693132057  
LEONARDO LOERA  
MARIA CONCEPCION LOERA  
31305 DESERT MOON RD  
THOUSAND PALMS CA 92276

693132047  
MICHAEL BEALL  
MELINDA BEALL  
32129 PAINTED ROCK CIR  
THOUSAND PLMS CA. 92276

693132033  
KEITH A COOPER  
73690 N PACHETA SQ  
THOUSAND PLMS CA. 92276

693132035  
MARY JO TRAVIS  
JACKSON GEORGE TRAVIS  
73670 N PACHETA SQ  
THOUSAND PLMS CA. 92276

693132009  
ALICJA U OSTROWSKA  
73221 SAN CARLOS DR  
THOUSAND PLMS CA 92276

693132056  
ABBAS SHARGHI  
P O BOX 3922  
APPLE VALLEY CA 92307

650310002  
PALM CREEK RANCH  
P O BOX 3725  
RANCHO SANTA FE CA 92067

650300015  
SHI KUNG TSAI  
1107 ORANGE GROVE AVE  
SOUTH PASADENA CA 91006

650282005  
JOSE DELAROSA  
31125 DESERT PALM  
THOUSAND PLMS CA. 92276

650230002  
PALM CREEK RANCH  
P O BOX 3725  
RANCHO SANTA FE CA 92067

650300013  
DOLLY HWANG  
WEN PIN LIAN  
1107 ORANGE GROVE AVE  
SOUTH PASADENA CA 91106

650282013  
OTTO S SAMANIEGO  
GERALDINE SAMANIEGO  
31455 DESERT PALM DR  
THOUSAND PALMS CA 92276



650281003  
THOMAS V MARGRAVE  
LINDA L MARGRAVE  
P O BOX 267  
THOUSAND PALMS CA 92267

650282008  
MARY ESCAMILLA  
PO BOX 445  
THOUSAND PALMS CA 92276

650282003  
BASSING NATHAN H & ANN MARIE LIVING  
C/O C/O NATHAN BASSING  
1414 CLIPPERTON AVE  
HENDERSON NV 89074

650324005  
CANDIDO E HUERTA  
MARIA P HUERTA  
31945 VIA LAS PALMAS  
THOUSAND PLMS CA. 92276

650222013  
CYNTHIA E GUTIERREZ  
43791 SMURR ST  
INDIO CA 92201

650221012  
DONNA SUE INGRAHAM  
2033 N MAIN ST  
SALINAS CA 93906

650323001  
VINCENT GONZALES  
29756 CALLE COLINA DR  
CATHEDRAL CY CA 92234

650281026  
WILLIAM ALBERT ENZ  
CAROL ANN ENZ  
31020 DESERT PALM DR  
THOUSAND PLMS CA. 92276

650230008  
PAUL A PALMER  
GIGI G PALMER  
P O BOX 218  
THOUSAND PLMS CA 92276

650230027  
ART PETERSON  
VICTORIA PETERSON  
31225 AVE DEL YERMO  
CATHEDRAL CITY CA 92234

650281022  
MIRANDA RHODES  
31180 DESERT PALM DR  
THOUSAND PLMS CA. 92276

650230031  
CVWD  
P O BOX 1058  
COACHELLA CA 92236

650323002  
SANTIAGO MASCORRO  
CONCEPCION MASCORRO  
P O BOX 910  
THOUSAND PALMS CA 92276

650281024  
RUSSELL CLARKE  
35430 PEGASUS CT  
PALM DESERT CA 92211

650281010  
GERARDO G MELERO  
P O BOX 2046  
CATHEDRAL CITY CA 92235

650230030  
RICHARD CASTRO  
LINDA CASTRO  
P O BOX 122  
THOUSAND PLMS CA 92276

650281023  
MARTIN NOEL CARBAJAL  
CARMELINA DIAZ LEON  
31150 DESERT PALM DR  
THOUSAND PLMS CA. 92276

650282012  
OTTO S SAMANIEGO  
GERALDINE SAMANIEGO  
31455 DESERT PALM DR  
THOUSAND PLMS CA. 92276

650244001  
FREYDOUN MAJD  
SUSAN PATRICIA MAJD  
P O BOX 1004  
THOUSAND PALMS CA 92276

650281011  
FILIPINA N MARTINEZ  
C/O C/O FILIPINA MARTINEZ VASQUEZ  
7500 MC MULLEN WAY  
SACRAMENTO CA 95828

650281005  
JAVIER GARCIA  
ELVIRA GARCIA  
31185 DESERT MOON DR  
THOUSAND PLMS CA. 92276

650282002  
OTTO SAMANIEGO  
GERALDINE SAMANIEGO  
31455 DESERT PALM  
THOUSAND PLMS CA 92276

650281004  
LARRY D LEHMKUHL  
17901 TOPHAM ST  
ENCINO CA 91316

650310001  
PALM CREEK RANCH  
P O BOX 3725  
RANCHO SANTA FE CA 92067

650281002  
DANIEL JOHN GROW  
JEAN LEE GROW  
P O BOX 462  
THOUSAND PALMS CA 92276

650323003  
DANIEL D OLSEN  
P O BOX 10908  
SOUTH LAKE TAHOE CA 96158

650281025  
ANITA M PURSCCELL  
PO BOX 2246  
PALM SPRINGS CA 92263

650281021  
MONICA FAJARDO BRICENO  
31220 DESERT PALM DR  
THOUSAND PLMS CA. 92276

650281020  
JOEL DE LA TORRE  
HILDA RODGERS  
31260 DESERT PALM DR  
THOUSAND PLMS CA. 92276

650282007  
EMIR LEMUS  
SOFIA LEMUS  
68745 OLANCHA RD  
CATHEDRAL CY CA 92234

650281008  
ENRIQUE SORIA  
ROSA MARIA SORIA  
31225 DESERT MOON DR  
THOUSAND PLMS CA. 92276

650222012  
SUSAN COLEMAN  
30965 DESERT PALM DR  
THOUSAND PLMS CA. 92276

650230011  
GUILLERMO SIMO  
MARIA SIMO  
JOSE SIMO  
  
30740 DESERT MOON DR  
THOUSAND PLMS CA. 92276

650281007  
ELIAS G LOPEZ  
ROSEMARY D LOPEZ  
44370 BLAZING STAR TR  
LA QUINTA CA 92253

650221013  
JEFFREY S GREENSPOON  
REGTA GREENSPOON  
803 N DOHENY DR  
BEVERLY HILLS CA 90210

650323005  
DANIEL R DRYDEN  
NANCY EILEEN DRYDEN  
31435 VIA LAS PALMAS  
THOUSAND PLMS CA. 92276

650281008  
LEONARD LOERA  
MARIA CONCEPCION LOERA  
31305 DESERT MOON DR  
THOUSAND PLMS CA. 92276

650230028  
KIRK ELLIOTT  
64085 OLYMPIC MOUNTAIN AVE  
DESERT HOT SPRINGS CA 92240

650323004  
MARCO ANTONIO AGUILAR  
31325 VIA LAS PALMAS  
THOUSAND PLMS CA. 92276

650281018  
SERGIO SAMANIEGO  
31340 DESERT PALM DR  
THOUSAND PLMS CA. 92276

650281019  
ANTHONY P BENEDICT  
LENA E BENEDICT  
31300 DESERT PALM DR  
THOUSAND PLMS CA. 92276

650282008  
SOCORRO AVILA CECENA  
MARTHA ELENA CECENA  
P O BOX 111  
THERMAL CA 92274

650244002  
FREYDOUN MAJD  
SUSAN PATRICIA MAJD  
P O BOX 1004  
THOUSAND PALMS CA 92276

650281001  
LIWLIWA P LAMUG  
310 MILL CREEK CIR  
WACO TX 76712

650324012  
MIGUEL ANGEL INZUNZA  
75751 RAMON RD  
THOUSAND PLMS CA 92276

650281009  
LISA DURAN  
P O BOX 362  
THOUSAND PLMS CA 92276

650281017  
LAMUG SADIRI P ESTATE OF  
C/O C/O NERIDA LAMUG  
1314 20TH ST APT 6  
SANTA MONICA CA 90404

650244003  
FREYDOUN MAJD  
SUSAN PATRICIA MAJD  
P O BOX 1004  
THOUSAND PALMS CA 92276

650244004  
ROBERTA PYE CHANG  
SEAY WON CHANG  
77584 WESTBROOK CT  
PALM DESERT CA 92211

650281016  
MACBETH P GALUTIRA  
9388 EXETER AVE  
MONTCLAIR CA 91763

650230013  
JAMES C EMERY  
LORI EMERY  
73512 ARABIAN CT  
THOUSAND PLMS CA. 92276

650230015  
LUIS R MARTIN  
NORMA A MARTIN  
73596 ARABIAN CT  
THOUSAND PLMS CA. 92276

650243003  
RYAN A WINKLE  
ERIKA L POWELL  
30155 VIA LAS PALMAS  
THOUSAND PLMS CA. 92276

650230014  
RUFINO SANCHEZ  
MARCELA SANCHEZ  
P O BOX 1229  
INDIO CA 92202

650230019  
OFELIA SANCHEZ  
73518 JACK CLARK CT  
THOUSAND PLMS CA. 92276

650230018  
ENRIQUE MENDEZ  
HEATHER MENDEZ  
73599 ARABIAN CT  
THOUSAND PALMS CA 92276

650230021  
ANTONIO SEPULVEDA  
REBECA SEPULVEDA  
73602 JACK CLARK CT  
THOUSAND PLMS CA. 92276

650230017  
RONALD R HENDERSON  
JULIA ROSE HENDERSON  
73557 ARABIAN CT  
THOUSAND PALMS CA 92276

650230018  
THOMAS A BARKLEY  
69653 STAFFORD PL  
CATHEDRAL CY CA 92234

650243004  
JOSEPH J MURRIN  
15314 GREVILLEA AVE  
LAWNDALE CA 90260

650230024  
RICHARD G PAGE  
GAYLYNN PAGE  
PO BOX 336  
THOUSAND PALMS CA 92276

650230020  
SALVADOR ESCOTO  
MARIA ESCOTO  
PO BOX 667  
CATHEDRAL CY CA 92235

650221017  
GILBERTO DELEON SALADO  
30800 DESERT PALM DR  
THOUSAND PLMS CA. 92276

650243006  
MIGUEL GONZALEZ  
30405 VIA LAS PALMAS  
THOUSAND PLMS CA. 92276

650230009  
JESUS ESCAMILLA  
30890 DESERT MOON DR  
THOUSAND PLMS CA. 92276

650243007  
MARTIN B COTLER  
BARBARA TWILA COTLER  
73030 DEER GRASS DR  
PALM DESERT CA 92260

650221015  
JOEL G HERNANDEZ PULIDO  
SANDRA L HERNANDEZ  
30880 DESERT PALM DR  
THOUSAND PLMS CA. 92276

650222010  
JUAN ARENAS DIAZ  
P O BOX 443  
THOUSAND PALMS CA 92276

650222009  
SAMUEL C ESPOSITO  
KAREN A ESPOSITO  
30845 DESERT PALM DR  
THOUSAND PLMS CA. 92276

650244006  
LORRAINE DAY  
30995 VIA LAS PALMAS  
THOUSAND PLMS CA. 92276

650222011  
JOHN P KORIANITIS  
DEBRA J KORIANITIS  
30925 DESERT PALM DR  
THOUSAND PLMS CA. 92276

650221014  
ALEXANDRO J JIMENEZ  
30920 DESERT PALM DR  
THOUSAND PLMS CA. 92276

650281015  
I MONICA CORRAL  
31460 DESERT PALM DR  
THOUSAND PLMS CA. 92276

650244005  
KEN AJSTER  
C/O P O BOX 229  
74478 HIGHWAY 111 BOX 229  
PALM DESERT CA 92260

650281014  
JOSE MACIAS  
31480 DESERT PALM DR  
THOUSAND PLMS CA. 92276

650230022  
RICARDO NUNO  
P O BOX 3265  
CATHEDRAL CITY CA 92235

650243005  
JACK W JACKSON  
30305 VIA LAS PALMAS  
THOUSAND PLMS CA. 92276

650222014  
KRM VICTORIA  
P O BOX 215  
THOUSAND PLMS CA 92276

650221010  
ROGER LEFEBVRE  
KATHRYN LEFEBVRE  
30861 DESERT MOON DR  
THOUSAND PLMS CA. 92276

650230010  
LUIS R MARTIN  
DIANA E MARTIN  
68093 ALCITA RD  
CATHEDRAL CITY CA 92234

650221009  
SHARON SKAFF  
NADINE SKAFF  
STEPHANIE JONES

4313 W 133RD ST  
HAWTHORNE CA 90250

650221011  
DOYLE H PEFFERS  
KATHY PEFFERS  
30901 DESERT MOON DR  
THOUSAND PLMS CA. 92276

650281012  
RAMON ALVAREZ  
31465 DESERT MOON DR  
THOUSAND PLMS CA. 92276

650300014  
DENNIS R GRAHAM  
CATHERINE A GRAHAM  
2801 1ST AVE NO 1219  
SEATTLE WA 98121

650230023  
CAROL ADRIENE SILVERBERG  
73563 JACK CLARK CT  
THOUSAND PLMS CA. 92276

650300011  
DOLLY HWANG  
WEN PIN LIAN  
1107 ORANGE GROVE AVE  
SOUTH PASADENA CA 91106

650281013  
ROBERT G DECAIR  
PATRICIA C DECAIR  
73490 LA CANADA WAY  
THOUSAND PLMS CA. 92276

650324010  
JACOB A BEATY  
P O BOX 598  
THOUSAND PLMS CA 92276

650221016  
JILLIAN E SINGERMAN  
30840 DESERT PALM DR  
THOUSAND PLMS CA. 92276

650221008  
WALLACE ERIC STEWART  
SHERRIL A STEWART  
30801 DESERT MOON DR  
THOUSAND PLMS CA. 92276

650324007  
SANTIAGO MASCORRO  
CONCEPCION MASCORRO  
P O BOX 910  
THOUSAND PALMS CA 92276

650324003  
PEDRO DIAZ  
CLEMENCIA DIAZ  
31695 VIA LAS PALMAS  
THOUSAND PLMS CA. 92276

650300010  
SHI KUNG TSAI  
1107 ORANGE GROVE AVE  
SOUTH PASADENA CA 91006

650324008  
GERARDO D DIAZ  
LUCINA M DIAZ  
P O BOX 446  
THOUSAND PALMS CA 92276

650324004  
GUSTAVO DIAZ  
31725 VIA LAS PALMAS  
THOUSAND PLMS CA. 92276

650230001  
JOHN B IVEY  
PHYLLIS V IVEY  
44840 SHERWOOD DR  
INDIO CA 92201

650243002  
NATHAN Q BUNYARD  
P O BOX 741  
THOUSAND PALMS CA 92276

650324013  
CARLOS J INZUNZA  
EVELIA DELATORRE  
P O BOX 394  
THOUSAND PLMS CA 92276

650323006  
PAUL D MCCORMICK  
P O BOX 545  
THOUSAND PLMS CA 92276

Richard Drury  
Theresa Rettinghouse  
Lozeau Drury, LLC.  
410 12<sup>th</sup> Street Suite 250  
Oakland, CA 94607



Maxwell, Sue

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**From:** Robert DeCair <rgdecair@yahoo.com>  
**Sent:** Saturday, January 5, 2019 7:33 PM  
**To:** COB  
**Subject:** deny project

Attention Board of Supervisors:

I oppose the development project located north of Ramon road, west of Del Sol, east of Desert Moon drive in Thousand Palms. I have lived here for twenty-eight years. People come to live out here for peace and quiet! One of the main reasons I chose to live here.

The amount of units planned to be built will make this area to congested for the small enclosed area. I know there will be streets between the new housing , but there is still only one main road out which would increase car accidents especially at the Desert Moon/ Ramon exit. The residential speed limit is 45 miles per hour and cars go at least 65 miles per hour. The increased number of people living here will only make this problem worse. There is also a bus stop area for pick up and drop off at the end of Desert Moon/Ramon crossroad for school age children. The increased traffic would increase the incident of accidents involving pedestrians. There is no stop light there. Also the crime rate will increase with increased number of people.

This is a flood zone , so when it does rain you are totally trapped from the main highway. It takes a couple of days before the city can clean debris off the street. Keep in mind of our wild life that live out here would all be killed or displaced. Please listen to our concerns. Thank you for the opportunity to voice our concerns.

Thank You,  
Robert De Cair  
Patricia De Cair  
Crystal De Cair  
73490 La Canada Way  
Thousand Palms, Ca  
92276

Sent from Mail for Windows 10

8660  
1/8/19 21.1  
2019-1-14 1778

Maxwell, Sue

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**From:** Maxwell, Sue  
**Sent:** Monday, January 7, 2019 11:00 AM  
**To:** COB-Agenda (COB-Agenda@rivco.org); George Johnson (GAJohnson@RIVCO.ORG); Leach, Charissa (cleach@RIVCO.ORG); Perez, Juan (JCPEREZ@RIVCO.ORG); Young, Alisa; District 4 Supervisor V. Manuel Perez (District4@RIVCO.ORG); District2; District3; District5; Supervisor Jeffries - 1st District (district1@rivco.org)  
**Cc:** Olivas, Jay; Baez, Ken  
**Subject:** January 8 2019 Item 21.1 (8660) Public Comment (Robert DeCair)

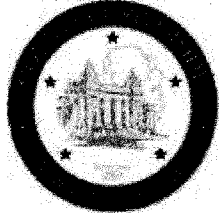
Good morning,

Below is an email received via COB for the January 8, 2019 Agenda Item No 21.1 (8660), in opposition to the Thousand Palms Zone Change No 7936.

Sincerely,

*Sue Maxwell*

Board Assistant  
Clerk of the Board of Supervisors  
4080 Lemon Street, 1<sup>st</sup> Floor, Room 127  
Riverside, CA 92501  
(951) 955-1069 Fax (951) 955-1071  
Mail Stop #1010  
[smaxwell@rivco.org](mailto:smaxwell@rivco.org)  
<http://rivcocob.org/>  
<https://www.facebook.com/RivCoCOB/>



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**From:** COB  
**Sent:** Monday, January 7, 2019 10:30 AM  
**To:** 'Robert DeCair' <rgdecair@yahoo.com>  
**Subject:** RE: deny project - January 8 2019 Item 21.1 (8660)

Good morning Mr. DeCair,

The Clerk of the Board of Supervisors is in receipt of your letter sent via email regarding the Thousand Palms Change of Zone 7936, and has included it in the record for January 8, 2019.

This has been printed and added to the Agenda Back-Up.

Sincerely,

*Sue Maxwell*

Board Assistant  
Clerk of the Board of Supervisors  
4080 Lemon Street, 1<sup>st</sup> Floor, Room 127  
Riverside, CA 92501  
(951) 955-1069 Fax (951) 955-1071  
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