Mariposa County

P.O. Box 784, Mariposa, CA 95338 (209) 966-3222
5100 Bullion Street
http://www.mariposacounty.org/

MILES MENETREY, CHAIR	**DISTRICT V**
ROSEMARIE SMALLCOMBE, VICE CHAIR	**DISTRICT I**
WAYNE FORSYTHE	**DISTRICT IV**
SHANNON POE	**DISTRICT II**
DANETTE TOSO	**DISTRICT III**

BOARD OF SUPERVISORS
ACTION SUMMARY MINUTES
JUNE 18, 2024

A. 9:00 AM Called to Order and Roll Call

Chair Menetrey called the meeting to order.

Attendee Name	Title	Status	Arrived
Rosemarie Smallcombe	District I Supervisor	Present	9:00 AM
Shannon Poe	District II Supervisor	Present	9:00 AM
Danette Toso	District III Supervisor	Present	9:00 AM
Wayne Forsythe	District IV Supervisor	Present	9:00 AM
Miles Menetrey	District V Supervisor	Present	9:00 AM

B. Pledge of Allegiance

Chair Menetrey led the pledge.

C. Introductions

None.

D. Approval of Consent Agenda (Items designated by "CA")

Chair Menetrey noted that items CA. 2, CA. 3, CA. 4, CA.10, CA. 14, and CA. 15 required a 4/5th vote.

Public comment was received by Mike Brusa/Resident, who commented on CA. 1, noting what he is not allowed to do. He noted the government decides they can do something normal citizens cannot and noted it is inappropriate.

In response to a question by Supervisor Poe on CA.3, Luis Mercado/Auditor noted there is a tax assessment placed on each parcel for fire protection. He noted the fee is still $60 for a developed parcel and $12 for an undeveloped parcel.

Smallcombe commented on CA. 22 and noted this was coming out of the Solid Waste Study. She noted this will assist in extending the life of the landfill. She also commented on CA.24, noting this is for more storage tanks, and stressed how crucial the tank in Bootjack was for fighting the Oak Fire. Shannon Hansen/Public Works Director, further noted she was excited to have these tanks; she noted they are 250,000-gallon tanks. Director Hansen stated they should be up and operating by the end of the year, but they have until August 2025 to have them in place.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

CA1. **Health and Human Services Agency**

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

CA2. **Administration**

Approve Budget Action Reducing General Fund Contingency and Increasing Appropriations in the Indigent Defense Budget to Cover Significantly Higher Costs than Any Prior Year ($61,310) (4/5ths Vote Required)

CA3. **Auditor**

Approve Budget Action Transferring Funds Within the CSA 1M Don Pedro Fire Protection Budget to Utilize Reserve ($11,043)(4/5th Vote Required)

CA4. **Administration**

Approve Budget Action Reducing General Fund Dental Stabilization Reserves and Increasing Appropriations in the Human Resources Budget ($72,720); and Reducing Workers' Compensation Fund Reserve and Transferring Funds to the General Liability Fund to Cover Significantly Higher Costs than Any Prior Year ($34,181) (4/5ths Vote Required)

CA5. **Clerk of the Board**

Receive the List of Software as a Service License Agreements Entered into by the County Administrative Officer (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received, and Processed in May of 2024

CA6. **Clerk of the Board**

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in May of 2024

CA7. **Clerk of the Board**

Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2

CA8. **Clerk of the Board**

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in May of 2024

CA9. **Health and Human Services Agency**

Approve First Amendment to Agreement with MySidewalk, Inc for SaaS, Software as a Service to Extend the Term by One Year, from April 16, 2026 to April 15, 2027 in the Amount of $22,657.50 for Three Years for a New Amount Not to Exceed $78,697.50; and Authorize the Board of Supervisors Chair to Sign the Amendment

CA10. **Health and Human Services Agency**

Approve Third Amendment to the Agreement with Area 12 Agency on Aging (A12AA); Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Increasing Revenue and Appropriations in the Transit Budget Receiving Unanticipated Funds ($3,550) (4/5ths Vote Required)

CA11. **Health and Human Services Agency**

Approve an Agreement with Ascendient Healthcare Advisors, Inc. in the Amount of $75,000 for Consultation; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA12. **Health and Human Services Agency**

Approve an Agreement with Central Star Behavioral Health, Inc. in the Amount of $115,000 for Inpatient Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA13. **Health and Human Services Agency**

Approve a Memorandum of Understanding (MOU), with Central California Alliance for Health, for Managed Medical Care Commission; and Authorize the Board of Supervisors Chair to Sign the MOU

CA14. **Health and Human Services Agency**

Approve Budget Action Increasing Revenues, Expenses and Transfers in the Senior Nutrition and 2011 Realignment Funds ($80,000)(4/5th Votes Required)

CA15. **Health and Human Services Agency**

Approve Budget Action Transferring Funds Within the Behavioral Health Department 402 Budget for Fiscal Year 2024 to Pay Expenses Through Year End ($743,835)(4/5th Vote Required)

CA16. **Health and Human Services Agency**

Accept the Resignation and Recognize the Service of Dr. Eric Sergienko to the Emergency Medical Care Committee (EMCC); and Appoint Dr. Mimi Carter as Representative for the Mariposa County Health Officer on the Emergency Medical Care Committee (EMCC) with a Term Expiring on June 18, 2028

CA17. **Health and Human Services Agency**

Approve Amendment A02 by the California Department of Community Services Development in the Amount of $560,000 to extend the end date to the Low Income Home Energy Assistance Program 23B-2021 agreement; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA18. **Health and Human Services Agency**

Approve Submission of the "Mariposa County Mental Health Services Act (MHSA) Annual Update for Fiscal year 2024-2025" to the Department of Health Care Services (DHCS) and "Annual Prevention and Early Intervention (PEI) Report for Fiscal Year 2022-2023" and "Annual Innovation Report for Fiscal Year 2022-2023"; Authorize the Health and Human Services Agency (HHSA) Director to Implement Those Activities Within the Annual Update for Fiscal Year 2024-2025 Upon DHCS Approval; and Authorize the Health and Human Services Agency Director to Sign the Certifications with DHCS with Regard to the MHSA Plan (Subject to Approval as to Legal Form by County Counsel)

CA19. **Health and Human Services Agency**

Approve an Agreement with Jackson & Coker LocumTenens, LLC in the Amount of $600,000 for Staffing for Psychiatric Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA20. **Public Works**

Approve a Change Order with Mountain Cascade Inc., in the Amount of $868,165.81 for the Fall 2023 Pavement Resurfacing Project; and Authorize the Board of Supervisors Chair to Sign the Change Order

CA21. **Public Works**

Accept the Offer of Dedication of an Easement for Public Road and Public Utility Purposes On, Over and Across Antone Road as Described by the Exhibits within Document No. 20211730 and Document No. 20211731, Mariposa County Records; and Authorize the Board Chair to sign the Certificate of Acceptance

CA22. **Public Works**

Approve an Agreement with RDO Equipment Company for the Purchase and Installation of Carlson Machine Control Hardware in the Amount of $85,229.55; and Authorize the Chair of the Board of Supervisors to Sign the Agreement

CA23. **Public Works**

Approve a Change Order with Kroeker Inc., in the Amount of $73,730.18 for the Highway 140 Crossing Improvements; and Authorize the Board of Supervisors Chair to Sign the Change Order

CA24. **Public Works**

Approve a Change Order with Williams Excavation Inc., in the Amount of $746,900 for the Natural Disaster Water Storage Mitigation Project; and Authorize the Board of Supervisors Chair to Sign the Change Order

CA25. **Public Works**

Appoint Arthur Huet-Stringer to the Parks and Recreation Commission representing District II; Appoint Kassandra Bismeyer as a Member At Large who Resides in District III with Terms Expiring on July 2, 2027

CA26. **Treasurer/Tax Collector/County Clerk**

Approve an Agreement with the Secretary of State for Help America Vote Act (HAVA) Funds in an Amount Not to Exceed $100,000.00 to Enhance Election Technology and Make Election Security Improvements; and Authorize the Board of Supervisors Chair to Sign the Agreement

CA27. **Treasurer/Tax Collector/County Clerk**

Authorize the Request for Approval to Sell 5-Year Tax Defaulted Parcels at the Annual Auction Scheduled for August 9, 2024

E. Items removed from Consent Agenda

None.

F. Departmental Presentation

Shannon Hansen, Public Works Director, noted that the Coulterville pool was open, and that construction had been completed. She noted that the hours of operation would be Monday, Wednesday, and Saturday from 1:00 PM to 5:00 PM. Director Hansen highlighted the Harris Road Bridge, noting there would be a hard closure for fixing it. She noted that it should take seven to ten business days. In response to Chair Menetrey, Director Hansen noted in the affirmative that it will be graded for two-way traffic.

Kari Kisela/Chamber of Commerce noted they would be relaunching “Network at Night”. She noted on Thursday, June 27th, 2024, at 5:00 PM, there will be a Chamber party. She invited all to come down and see the remodel and upgrades to their office.

Ryan Oliphant/Chief Probation Officer, highlighted a few events. He noted on the upcoming Thursday; there would be the “Law Enforcement Torch Run.” He noted it is a 2.6-mile run that begins at the Cal Fire Headquarters and ends at the Courthouse. He also highlighted Sober Grad Night which had taken place on June 7th. He noted the purpose was to ensure the safety of the graduates on a night that can be deadly.

Ellen Bergstone Wasil/Tourism Bureau gave the Clerk of the Board a report. She noted this report informs them who is staying in the community; She noted they hope to add more data like this. She noted they are looking at the summer carefully. She noted they are not seeing vehicle reservations selling out in July or August. She noted they are seeing this across other destination marketing organizations. She expressed that a lot of them are seeing a downturn. She expressed that they are looking at different types of social media markets as they want to ensure Mariposa County ends up with a strong summer.

Jeremy Briese/Sheriff wanted to give a few shoutouts and highlights. He noted there are a few serious investigations. He noted the Marijuana Enforcement Team (MET) is finishing up a two-day campaign on buts. He gave a shout-out to Ambrosini Helicopter, the county's local helicopter contractor. He noted there were two missing persons. Sheriff Briese noted they used helicopters, drones, and other resources to narrow down where they were located, and it was a successful rescue. He thanked his team and the volunteers for the

successful ending.

G. Public Comment on Non-Agenda Items

Carol Suggs/Friends of the Fairgrounds/Rodeo Royalty introduced the 2023/2024 Mariposa County Rodeo Queen, Princess, and Junior Princess.

Tilly Heeley/23-24 Mariposa Rodeo Queen introduced herself and noted she had been part of the Rodeo Royalty Program for six years. She noted the events she had partaken in. She said that August 4th and 10th are the contestant dates for the newly incoming contestants. She further noted on June 29th, the Friends of the Fair would be hosting the "Small Town Hoe-Down," and she would be hosting a fundraiser for the incoming queen's saddle on July 6th.

Emily Ramsey/23-24 Mariposa Rodeo Princess introduced herself and wanted to share what the program has done for her. She noted that it reminds her of why she started this journey, and seeing little kids and the way they looked up to her motivated her. She further noted that this program has given her the tools and skills needed to advocate for the Western rodeo lifestyle. She noted that she wants to go to college.

Ellyson "Elly" Krull/23-24 Mariposa Rodeo Junior Princess noted her favorite memory is riding in the parades and riding horses named Cool Whip and Amigo. She expressed her happiness in meeting new people and doing things she didn't think she could, taking dreams and making them a reality.

Mike Brusa noted the constitution on the wall and began discussing "we the people." He noted it isn't a criticism; it is the nature of government. He said when he looks at history across the world, he discusses approved history textbooks and local institutions. He then discussed gold, the British crown, and that what comes out of Sacramento is nonsense.

H. Board Recognitions

1. **Sheriff's Office**

Resolution and Tile Plaque for Sean Land Upon His Retirement

Chair Menetrey introduced the item.

Public comment was received by Sheriff Briese who thanked the Board for placing this on the agenda. He noted he felt it was important for the Board to be a part of this conversation as it is about service and the sacrifices and joys. He noted Captain Sean Land has been serving this community since 1996. Sheriff Briese noted he has had the pleasure of working with Captain Land over the years and would describe him as a true professional with all the circumstances and situations he has dealt with. He noted his dedication, loyalty, high energy, and friendship stick out the most to him. Sheriff Briese wished Captain Land the best on his next chapter and invited the Board and listening public to a cake celebration on June 27th.

Dr. Kristina Keheley/Interim Director of the Health and Human Services Agency, congratulated Captain Land and noted he has been a part of her life for as long as she could remember and knows he will continue to be a part of her life.

Ryan Oliphant congratulated Captain Land, noting that he has been a great partner through the years and that he is a man of true integrity and professionalism, with morals, values, and a work ethic that have been

instilled in his children.

Joe Lynch/County Administrative Officer noted he has known Captain Land for the last nine years. He noted Captain Land is one of those individuals on his list to call when things go down. He noted Captain Land is one of those individuals who will handle things whether on or off duty. He thanked Captain Land for his service and noted he felt his capacity to help Mariposa County is not over yet.

Mike Charman/Lieutenant (Lt.) noted that he has known Captain Land for the last twenty years, as he grew up in the same neighborhood. Lt. Charman noted Captain Land taught weightlifting and was a D.A.R.E. Officer; he further noted he worked with Captain Land through the stages of Deputy and Detective and loved working for Captain Land. He noted it has been a privilege, and they are big shoes to fill. He noted the captain has always been someone you could go to and was the first one in and last one out.

Sean Land/Captain noted it had been an honor to serve for 28 years. He noted he would be remiss if he did not acknowledge the struggles families go through, and he noted the support that came from his family was instrumental. He noted the support he received from the board and department heads was also instrumental. He noted moving away from the department would be one of the toughest moves, but noted he had received a lot of support from the new generation as well as the individuals he worked with for as long as 25 years. He thanked the Sheriff and noted his career has been overly enjoyable. He noted he has a lot of fond memories.

Supervisors Forsythe, Toso, Smallcombe, and Menetrey thanked Captain Land for his service and wished him well in his next chapter.

Chair Menetrey presented Captain Land with a Resolution and Tile Plaque.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District IV Supervisor Wayne Forsythe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Recess Board of Supervisors

10:09 AM Chair Menetrey recessed the Board of Supervisors meeting while the Clerk of the Board read the announcement.

I. LOCAL TRANSPORTATION COMMISSION

10:10 AM Chair Forsythe called the Local Transportation Commission (LTC) to order.

Public Comment Period

None.

LTC Regular Agenda

1. **Public Works**

Adopt a Resolution allocating the Transportation Development Act (TDA) Funds for Fiscal Year 2023–2024

Jeannie Morvay-Clayton/Transportation Planning gave the staff report. No public comment.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Adjourn LTC

10:12 AM Chair Forsythe adjourned the LTC meeting.

Reconvene as Board of Supervisors

10:13 AM Chair Menetrey reconvened the Board of Supervisors meeting.

J. Regular Agenda Items

Chair Menetrey noted items J.2, J.4, and J.5 had been withdrawn.

1. **Board of Supervisors**

Receive a Presentation from Representatives of the Northern Mariposa County History Center (Board Chair)

10:13 AM Chair Menetrey moved to item J.3 first.

10:15 AM Willow Polson,/President of the North County History Museum gave a PowerPoint presentation. No public comment.

Kudos were received from Supervisors Poe, Smallcombe, and Menetrey.

RESULT: PRESENTATION HELD

Chair Menetrey then moved to item J.6.

2. **Public Works**

Approve an Agreement with George Reed Inc., for the Downtown Revitalization Phase II Roadway, Water and Sewer Infrastructure Improvement Project in the amount Not to Exceed $4,441,244; and Authorize the Board Supervisors Chair to Sign the Agreement

RESULT: WITHDRAWN and RESCHEDULED to JUNE 25th, 2024, at 9:00 AM or SOON THEREAFTER

3. **Planning**

Authorize the Board of Supervisors Chair to Sign a "Letter of Public Convenience and Necessity" to the Department of Alcohol Beverage Control to Issue a Type 20 Off-Sale Beer and Wine Licenses that would Otherwise be Subject to the State Moratorium, Census Block 06-043-010-001, for the Building

Located at 4808 Highway 140, Mariposa (Wildhaven Yosemite)

This item was taken up first on the regular agenda.

Kaitlyn Casner/Planner gave the staff report. No public comment.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

4. **Administration**

Approve Agreement between Mariposa County and SEIU Local 521 regarding Compensation Alignment for Eligibility Specialist I, II, III Series; and Authorize Board of Supervisors Chair to Sign Agreement.

RESULT: WITHDRAWN and RESCHEDULED to JUNE 25th, 2024, at 9:00 AM or SOON THEREAFTER

5. **Administration**

Rescind Resolution 1987-421, 1991-258, and 2009-258; and Approve the New Pre-Employment Medical Exam Policy

RESULT: WITHDRAWN

6. **Administration**

Adopt a Resolution Adopting the 2024-25 Fiscal Year Budget and Authorizing Certain Actions in Order to Implement the Fiscal Year 2024-25 (FY25) Budget

Joe Lynch gave the staff report.

Public comment received by Mike Brusa who noted he used to manage a budget of 23 million for a school district. He noted that the document is 239 pages long and contains many line references to different funds, making it somewhat difficult to sit down and observe.

In response to Supervisor Poe, Mr. Lynch noted that for them to prepare an accurate budget, they need up-to-date information.

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

K. Closed Session

Chair Menetrey read the closed session items.

Public comment was received for K.1 from Mike Brusa who noted he didn't know anything about what was going on, but that when he was in negotiations, asks would be available. No public comment was received on

K.2.

10:51 AM Chair Menetrey recessed the Board into closed session.

1. **Administration**

CLOSED SESSION: Conference with Labor Negotiators: Name of County Designated Representative: Shelline Bennett: Employee Organization: Mariposa County Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

RESULT: CLOSED SESSION HELD

2. **County Counsel**

CLOSED SESSION: Conference with Legal Counsel; Existing Litigation: Ted Dwyer V. County of Mariposa; WCAB No.: ADJ10168154, ADJ10168168, ADJ1016816464

RESULT: CLOSED SESSION HELD

Report Out

12:34 PM Chair Menetrey reconvened the meeting and reported that during closed session, information was received and direction was given on both closed session items.

L. Board Information

None.

M. Adjournment

12:38 PM Chair Menetrey adjourned the Board meeting.

Respectfully submitted,

Danielle Bondshu
Clerk of the Board

Miles Menetrey
Chair, Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-245

MEETING: June 18, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County

---

RECOMMENDATION AND JUSTIFICATION

Resolution Continuing a Shelter Crisis Local Emergency in Mariposa County.

California Government Code 8698, 8698.1 and 8698.2 allows for the governing body of a city or county to declare a shelter crisis. A shelter crisis declaration relaxes standards for building occupancy, limits liability and provides a legal basis for the use of certain facilities designated by the County as a shelter for the duration of the crisis.

In order to declare the shelter crisis, the County made findings at a public meeting and adopted Resolution 18-518 that (1) a significant number of persons within the county's jurisdiction are without the ability to obtain shelter; and (2) the situation has resulted in a threat to the health and safety of those persons.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On November 5, 2018, the Board of Supervisors adopted Resolution 18-518 declaring the existence of a Shelter Crisis Local Emergency in Mariposa County to allow Mariposa County to proceed with temporary homeless shelter solutions to meet the needs of our homeless community members.

Recognizing the prevalence of homelessness in California and the health and safety risks facing homeless persons, California law authorizes counties to declare a "shelter crisis" and avail themselves to attendant protections and powers. Specifically, upon declaring a "shelter crisis":

- A county may allow persons unable to obtain housing to occupy designated public facilities during the duration of the emergency (public facilities include parks, schools, and vacant or underutilized facilities which are owned, operated, leased, or maintained by the county);
- A county is immune from liability for ordinary negligence in the provision of emergency housing for all conditions, acts, or omissions directly related to, and which would not occur but for, the provision of emergency housing; and
- The provisions of any state or local law or regulation prescribing standards of housing, health, and safety are suspended to the extent that strict compliance would prevent, hinder, or delay the mitigation of the effects of the crisis.

If the County desires to construct and operate an emergency homeless shelter, it is recommended that

the County Board of Supervisors first declare a “shelter crisis” in order to avail itself of the associated powers and liability protections.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not continue the local emergency and the County may not be eligible for possible State or Federal assistance, or proceed with temporary homeless shelter solutions.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

None

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-246

MEETING: June 18, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve Budget Action Reducing General Fund Contingency and Increasing Appropriations in the Indigent Defense Budget to Cover Significantly Higher Costs than Any Prior Year ($61,310) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Reducing General Fund Contingency and Increasing Appropriations in the Indigent Defense Budget to Cover Significantly Higher Costs than Any Prior Year ($61,310) (4/5ths Vote Required).

Indigent Defense spending has been higher than in any prior year. Two of our defense attorneys have been on contract for at least ten years and are less able to take cases for repeat offenders due to conflicts. This means that the county is paying for three attorneys on contract and then paying for significant additional legal expenses to cover those cases from which they have had to recuse themselves.

Mariposa County has contracted with the Office of State Public Defenders to learn more about potential models for public defense.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Resolution 2023-343: Adopt a Resolution Adopting the 2023-24 Fiscal Year Budget and Authorizing Certain Actions in Order to Implement the Fiscal Year 2023-24 (FY24) Budget

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Mariposa County will not be able to pay for legal services that have been provided for public defense.

FINANCIAL IMPACT

General fund contingency will be reduced by $61,310

ATTACHMENTS

1. **Indigent Defense BA**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District I Supervisor Rosemarie Smallcombe

SECONDER: District II Supervisor Shannon Poe

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	0206	60318	Legal Services		61,310	
1001	0100	92001	Contingency Designation			61,310
				TOTALS	61,310	61,310

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

(X) Budget appropriation is less than $50,000 and involves shifting funds between categories in the same account and fund. Board of Supervisors reviews all budget actions of this nature on a monthly basis.

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending revenues and expenses or transferring funds between funds or accounts within the General Fund or transferring appropriation from contingency.

FISCAL YEAR FY24

DEPARTMENT HEAD SIGNATURE [signature] DATE 6/5/24

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 07/2023

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-247

MEETING: June 18, 2024

TO: The Board of Supervisors

FROM: Luis Mercado, Auditor

RE: Approve Budget Action Transferring Funds Within the CSA 1M Don Pedro Fire Protection Budget to Utilize Reserve ($11,043)(4/5th Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Transferring Funds Within the CSA 1M Don Pedro Fire Protection Budget to Utilize Reserve ($11,043)(4/5th Vote Required).

Don Pedro fire protection property tax assessments collected in fiscal year 2023-2024 will not be sufficient to pay the annual Don Pedro fire protection invoice from the Tuolumne County Fire Department. As a result, a portion of the reserve in Fund 3311 must be utilized to process payment for this invoice. The Auditor's Office will work with the Public Works Department to establish a fee structure for fiscal year 2024-2025 to address the shortfall.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Board Resolution County Service Area 1M 2023-5 established fire protection property tax assessments for fiscal year 2023-2024.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this budget action is not approved, then the Auditor's Office will not be able to process payment for the annual Don Pedro fire protection invoice from the Tuolumne County Fire Department for fiscal year 2023-2024.

FINANCIAL IMPACT

This budget action will utilize $11,043 of the $12,303 reserve.

ATTACHMENTS

1. CSA-1M Don Pedro Fire Protection Budget Action

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District II Supervisor Shannon Poe
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
3311	107	49201	Reserve Utilization		(11,043)	
3311	107	60304	Fire Management		11,043	
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	Credit
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

( ) Budget appropriation is less than $50,000 and involves shifting funds between categories in the same account and fund. Board of Supervisors reviews all budget actions of this nature on a monthly basis.

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending revenues and expenses or transferring funds between funds or accounts within the General Fund or transferring appropriation from contingency.

FISCAL YEAR: 2023-2024

DEPARTMENT HEAD SIGNATURE DATE

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-248

MEETING: June 18, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve Budget Action Reducing General Fund Dental Stabilization Reserves and Increasing Appropriations in the Human Resources Budget ($72,720); and Reducing Workers' Compensation Fund Reserve and Transferring Funds to the General Liability Fund to Cover Significantly Higher Costs than Any Prior Year ($34,181) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Reducing General Fund Dental Stabilization Reserves and Increasing Appropriations in the Human Resources Budget ($72,720); and Reducing Workers' Compensation Fund Reserve and Transferring Funds to the General Liability Fund to Cover Significantly Higher Costs than Any Prior Year ($34,181) (4/5ths Vote Required).

Recommendation:
Approve the following budget actions (4/5ths Vote Required):

1. Reduce the General Fund Dental Stabilization Reserve and increase appropriations in the Human Resources Budget by $72,720.
2. Reduce the Workers' Compensation Fund Reserve and transfer funds to the General Liability Fund by $34,181 to cover significantly higher costs than any prior year.

Justification:
Human Resources spending has reached higher levels due to various factors. Legal expenses have been notably higher due to labor negotiations with SEIU and MCMCO unions, ongoing investigations, compliance requirements, complaint responses, and legal reviews. Additionally, the Human Resources department has made significant investments in training and development programs for department and Mariposa County staff. These programs are essential to enhance the department's understanding of human resource practices and to provide more accurate and timely service to the employees of Mariposa County. The proposed budget actions are necessary to address these unexpected expenses and to ensure continued support and service excellence within the Human Resources department.

BACKGROUND AND HISTORY OF BOARD ACTIONS

Resolution 2023-343: Adopt a Resolution Adopting the 2023-24 Fiscal Year Budget and Authorizing Certain Actions in Order to Implement the Fiscal Year 2023-24 (FY24) Budget

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Mariposa County will not be able to pay for legal services that have been provided for the above mentioned legal services.

FINANCIAL IMPACT

General Fund Dental Stabilization fund will be reduced by $72,720 and the Workers' Compensation Fund Reserve will be reduced by $34,181.

ATTACHMENTS

1. Budget_Action_-_Board_item_1395

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	115	60318	Legal Professional Services		72,720	
1001	100	49201	Reserve Utilization		(72,720)	
7706	100	60241	Workers Compensation			34,181
7706	100	80111	Transfer Out		34,181	
7707	100	49101	Transfer In		(34,181)	
7707	100	60318	Legal Professional Services		34,181	
				TOTALS	34,181	34,181

TRANSFER BETWEEN FUNDS					DEBIT	Credit
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

( ) Budget appropriation is less than $50,000 and involves shifting funds between categories in the same account and fund. Board of Supervisors reviews all budget actions of this nature on a monthly basis.

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending revenues and expenses or transferring funds between funds or accounts within the General Fund or transferring appropriation from contingency.

FISCAL YEAR: 2023-2024

DEPARTMENT HEAD SIGNATURE Abel Del Real-Nava DATE

AUDITOR SIGNATURE DATE 6/14/2024 | 8:42 AM PDT

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 07/2023

DocuSign

Certificate Of Completion

Envelope Id: 81F10C9F0D2A4688BB6682F4B4B372FD
Status: Completed
Subject: Budget Action - Board item 1395.pdf
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 1
Initials: 0
Abel Del Real-Nava
AutoNav: Enabled
5100 Bullion St FL 2
EnvelopeId Stamping: Disabled
Mariposa, CA 95338
Time Zone: (UTC-08:00) Pacific Time (US & Canada)
adnava@mariposacounty.org
IP Address: 194.146.14.101

Record Tracking

Status: Original
6/14/2024 8:42:07 AM
Holder: Abel Del Real-Nava
adnava@mariposacounty.org
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: County of Mariposa
Location: DocuSign

Signer Events	Signature	Timestamp
Abel Del Real-Nava adnava@mariposacounty.org Mariposa County Security Level: Email, Account Authentication (None)	Abel Del Real-Nava Signature Adoption: Pre-selected Style Using IP Address: 194.146.14.101 Signed using mobile	Sent: 6/14/2024 8:42:08 AM Viewed: 6/14/2024 8:42:12 AM Signed: 6/14/2024 8:42:32 AM Freeform Signing

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/14/2024 8:42:08 AM
Certified Delivered	Security Checked	6/14/2024 8:42:12 AM
Signing Complete	Security Checked	6/14/2024 8:42:32 AM
Completed	Security Checked	6/14/2024 8:42:32 AM

Payment Events	Status	Timestamps

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: June 18, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive the List of Software as a Service License Agreements Entered into by the County Administrative Officer (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received, and Processed in May of 2024

RECOMMENDATION AND JUSTIFICATION

Receive the List of Software as a Service License Agreements Entered into by the County Administrative Officer (Purchasing Agent) Pursuant to Resolution 22-116 Entered Into, Received, and Processed in May of 2024.

Per Resolution 22-116 Section 5.2.1.4, the Board is to receive a monthly informational item with a synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board receives a synopsis of Software as a Service License Agreements Executed each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will be unaware of the Software Agreements that the CAO has authorized as the Purchasing Agent.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **Software as a Licence Report 6-18-24**

Software Report

Board Agenda Item for June 18, 2024

Contractor	Amount	Term	Service	Department
NIC Federal LLC (NICF)	$300	Yearly	DOT Pre-employment Safety Check Programs (PSP)	ADMIN
Axon Enterprise, Inc.	$16,461	7/1/24 to 6-30-29	Justice Premier Digital Evidence Platform	DA
APA= Assistant Purchasing Agent (Department Head)				

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: June 18, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered Into, Received and Processed in May of 2024

RECOMMENDATION AND JUSTIFICATION

Receive the List of Agreements Entered into by the County Administrative Officer (CAO) (Purchasing Agent) Pursuant to County Code Chapter 3.08, Entered into, Received and Processed in May of 2024.

Per Resolution 05-400, the Board is to receive a monthly informational item with a synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board receives a synopsis of CAO Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will be unaware of the contracts that the CAO has authorized.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **CAO approved agreements 6-18-24**

BOARD REPORT ON CAO EXECUTED CONTRACTS CA.5

Board Agenda Item for June 18, 2024

Contractor	Amount	Term	Service	Department
Robert Craig, CPA	$40,000	5-2-24 to 12-31-24	Accounting CPA Services to assist with audit	Admin/Auditor
Page Wolfberg & Wirth	$60,000	5-1-24 to 4-30-25	Legal Servies	CoCo
Stallard Panebianco	$60,000	5-20-24 to 5-19-27	Legal Services	CoCo
P. Dannis Woliver Kelley	$20,000	7-1-24 to 6-30-26	Legal Services	CoCo
County of Sacramento	$50,000	5/13/2024 to 12-31-24	Interim Health Officer	HHSA
Half Dome Consulting	$25,000	5-13-24 to 5-12-25	Configuration and Migration to Implement Tyler Financials	Probation
S&S Electric	$29,995	5-3-24 to 6-30-24	First Amendment (compensation) Public Works Remodel	PW
Central Valley Toxicology	$50,000	7-1-24 to 6-30-24	Toxicology Screening	SO
Rosebrough Mortuary Services	$50,000	7-1-24 to 6-30-25	Mortuary Services	SO

APA= Assistant Purchasing Agent (Department Head)

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: June 18, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2

RECOMMENDATION AND JUSTIFICATION

Receive Minutes of the Committees Established by the Mariposa County Board of Supervisors Pursuant to Resolution 22-115, Section 10.2.

BACKGROUND AND HISTORY OF BOARD ACTIONS

A Committee Policy was adopted by Resolution 22-115.

Per Section 10.2 of this policy it is required that all committees provide adopted minutes to the Clerk of the Board within thirty days of each meeting. For committees that meet quarterly or less frequently, draft minutes shall be submitted to the Clerk of the Board within thirty days of each meeting. In turn, the Clerk of the Board shall prepare an informational agenda item to submit the minutes to the Board of Supervisors.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will not receive the minutes and the committees and Clerk of the Board will be out of compliance of Mariposa County Resolution 22-115.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **240215 HPAC Minutes FINAL**
2. **240216 PC Minutes Action FINAL**
3. **240226 CPSAC Minutes FINAL**
4. **240304 HPAC Minutes FINAL**
5. **240315 Planning Commission Minutes - FINAL**
6. **240321 HPAC Minutes FINAL**
7. **240419 PC Final Minutes**
8. **HSPRC Minutes March 11 2014 FINAL**
9. **WAAB Minutes 4.25.24 - SC**
10. **04.03.2024 BHB MINUTES APPROVED**

11. **230920 Minutes_FINAL**
12. **231213 MPAC Minutes FINAL**
13. **240108 HSRPC Minutes FINAL**
14. **240212 HSRPC Meeting Minutes FINAL**
15. **240214 MPAC Minutes FINAL**
16. **6-10-24 IHSS Advisory Committee Meeting - Minutes (Cancelled)**

Mariposa County

http://www.mariposacounty.org/
The Planning Department

HOUSING PROGRAMS ADVISORY COMMITTEE MEETING MINUTES *FINAL*

February 15, 2024

TIME: 4:00 P.M.
LOCATION: GOVERNMENT CENTER UPPER FLOOR; BOARD OF SUPERVISORS CHAMBERS
5100 BULLION STREET, MARIPOSA

1. Call to Order and Roll Call

Seeing a quorum, the regular meeting of the Housing Programs Advisory Committee (HPAC) meeting was called to order by Ben Goger at 4:01 PM

Present: Kim Tucker, Dana Swarth, Kevin Spach
Excused: Karen Smith
Guests: Hal Nolen, Zoe Alexander, Heath Harris (term expired), Roger Powell (term expired)
Staff: Ben Goger, Polina Pivak, Hannah Harrison

2. Approval of Minutes

a. Meeting of August 19th, 2020

Approval of minutes was tabled until the next meeting due to expired member terms and absent members.

3. Public Comment on Non-Agenda Items

4. Committee Business

a. Election of Officers

Election of officers was tabled until the next meeting due to expired member terms and absent members.

5. Discussion and Possible Action

a. **Initial Discussion on the Mariposa County Housing Element Update**

Goger gave a presentation on the Housing Element update timeline, work plan, community member participation, and reason for the Housing Element update: it is a requirement of the state and a guiding policy document for resolving the current housing crisis. Some of the important update topics include statistical updates, policy updates, progress reports, and more.

Kim Tucker asked if anyone in the Planning Department has identified progress in policies and goals with the update. Goger affirmed and stated that staff can provide a red-line version of the Housing Element at a future meeting.

Tucker asked if there is a "cheat sheet" of the recent legislative updates related to housing. Goger affirmed and stated that staff keeps up with all legislative updates, for example AB 1033 requires that all jurisdictions provide pre-approved house plans by 2025. Goger also recommended reading through the Planning Commission recommendations related to housing and short-term rentals.

Tucker asked if any other communities have conducted short-term rental studies. Goger affirmed and provided some examples, such as Mono County, Inyo County, and others.

Goger asked if anyone wanted to add to the proposed Housing Element update work plan. No further input was provided.

b. **Discussion and Direction on the Mariposa County Short Term Rental Study Update**

Goger provided an introduction and history to the short-term rental study, including the summary of the community engagement, preparation of recommendations, and a summary of the data.

Goger highlighted that the community survey found 63% of the survey participants supported some sort of additional short-term rental regulation. Goger stated that the Planning Commission is interested in providing incentives for providing housing rather than regulating the short-term rental market. Goger provided a summary of the recommendations from the Planning Commission for acting on the short-term rental market, including administrative updates, nuisance mitigation for specific plan areas only, and a lack of support for limiting the number of short-term rentals and eligibility standards.

Zoe Alexander discussed issues associated with infrastructure limits for constructing new housing. Goger discussed there are options for finding funding to support better infrastructure and that Planning staff is currently working on creating a Housing Trust Fund to support housing development.

Goger provided a summary of Planning Commission recommendations for housing, such as providing pre-approved ADU plans, a more permissive ADU law, work force housing incentives, etc.

Tucker asked if any of the planning for housing includes Yosemite National Park employees. Goger stated that a deeper conversation is needed for park and concession employee housing. Spach added that a lot of housing for park employees has been lost in recent years.

Goger provided a timeline on future discussions.

Swarth asked whether HPAC is required to follow the Planning Commission recommendations or are they allowed to prepare their own. Goger stated that the Board

of Supervisors (BOS) is the ultimate governing body and HPAC is allowed to prepare their own recommendations to the BOS separately from the Planning Commission.

Discussion regarding the Planning Commission recommendations continued.

Goger stated that it is important to listen to the community and review the data for factual and non-political recommendations. Goger recommended that an ad-hoc be formed to review the study and prepare recommendations to the rest of the group.

6. Future Agenda Items

Goger directed staff to include the following items on the agenda at the next meeting on 3/14 at 4:30 PM:

- Discussion on park service employee housing
- Short-term rental study discussion
- Housing Element update discussion

7. Adjournment

There being no further business, the HPAC meeting was adjourned by Ben Goger at 5:04 PM.

Minutes Submitted By,

Polina Pivak, Housing and Community Development Specialist

Final Minutes HPAC Meeting February 15, 2024

Mariposa County

Mariposa County MINUTES of the Planning Commission

http://www.mariposacounty.org/

ART BAGGETT, CHAIR	**DISTRICT I**
WARREN GRAY	**DISTRICT II**
MICK HERMAN	**DISTRICT III**
DENI SMITH, VICE CHAIR	**DISTRICT IV**
JOHN MCCAMMAN	**DISTRICT V**

PLANNING COMMISSION ACTION SUMMARY MINUTES - FINAL

FEBRUARY 16, 2024

A. Call to Order and Roll Call

Chair Baggett called the meeting to order at 9:00 A.M.

Attendee Name	Title	Status	Arrived
Art Baggett	District I	Present	9:00 AM
Warren Gray	District II	Present	9:00 AM
Mick Herman	District III	Present	9:00 AM
Deni Smith	District IV	Present	9:00 AM
John McCamman	District V	Excused	9:00 AM

B. Pledge of Allegiance

Commissioner Smith led the pledge.

C. Public Comment on Non-Agenda Items

Persons wishing to speak on any item of interest within the subject matter or jurisdiction of the Commission that is not on the agenda.

There was no public comment received.

D. Approval of Minutes

1. **Planning**

   Planning Commission - Regular Meeting - February 2, 2024

Chair Baggett noted an amendment to the minutes:

Item E2, public comment, correct the spelling of *Gergen* to *Gerken*.

By motion of Commissioner Herman, seconded by Commissioner Gray, the Planning Commission approved the minutes of February 2, 2024, as Amended. Motion Passed.
RESULT: APPROVED
AYES: Commissioner Baggett, Commissioner Gray, Commissioner Herman, Commissioner Smith
NOES: None
ABSTAIN: None
EXCUSED: Commissioner McCamman

E. Action Items

1. **Planning**

Resolution of Planning Commission Recommendations to the Board of Supervisors regarding the Short-Term Rental Study and Housing Related Priorities

Planning Director, Steve Engfer, presented the item. Engfer provided an edited draft resolution hand out to the PC and public.

Public Comment was received from Megan Beisner.

After Discussion Planning Commission made an amendment to the resolution: “Whereas at the meeting of February 2, 2024 The Planning Commission Proposed a Combination of Short Term Rental Study Recommendations and Planning Commission Ad-Hoc Identified Additional Housing Issues Recommendation Resulting in (9) Nine Priority Recommendations”.

By Motion of Commissioner Herman, seconded by Commissioner Gray, the Planning Commission adopted Resolution 2024- 004, as amended, Recommending that the Board of Supervisors adopt a Resolution regarding the Short-Term Rental Study and Housing related Priorities. Motion Passed.

RESULT: APPROVED
AYES: Commissioner Baggett, Commissioner Gray, Commissioner Herman, Commissioner Smith
NOES: None
ABSTAIN: None
EXCUSED: Commissioner McCamman

F. Information Items

1. **Planning**

Receive Information on the Mariposa Creek Parkway Phase IV Plan

Ben Goger, Senior Planner, presented the Mariposa Creek Parkway Phase IV Plan.

G. Planning Department Updates

Information was received from Steve Engfer, Planning Director.

H. Future Agenda Items

No discussion.

I. Adjournment

There being no further business the meeting was adjourned at 9:52 A.M.

Respectfully submitted,

ART BAGGETT, Chair
Mariposa County Planning Commission

CAROL SUGGS, Acting Secretary
Mariposa County Planning Commission

Note: Full audio recordings of the minutes are available from the Planning Department by request or online: Agendas & Minutes | Mariposa County, CA - Official Website

Mariposa County

http://www.mariposacounty.org/

PLANNING DEPARTMENT

CARA GOGER	**CHAIR**
JACKIE BAXTON	**MEMBER**
AVA BURNS	**MEMBER**
KIM BRISACK	**MEMBER**
XAVIER DUBOIS	**MEMBER**
GAIL DREIFUS	**MEMBER**
JUNE McCROY	**MEMBER**
ABBY MILLER	**MEMBER**
JEANETTA PHILLIPS	**MEMBER**
ERICA WOLFSEN	**MEMBER**

CREATIVE PLACEMAKING STRATEGY ADVISORY COMMITTEE FINAL MINUTES

February 26, 2024

TIME: 12:00 P.M.
LOCATION: GOVERNMENT CENTER, UPPER FLOOR
BOARD OF SUPERVISORS CHAMBER
5100 BULLION STREET, MARIPOSA

1. Call to Order and Roll Call

Seeing a quorum, the regular meeting of the Creative Placemaking Strategy Advisory Committee (CPSAC) was called to order by Chair Goger at 12:02 PM.

Present: Ava Burns, Xav Dubois, Jeanetta Phillips, Erica Wolfson, Abby Miller, June McCroy, Cara Goger, Jackie Baxton (arrived @ 12:24 PM)

Excused: Kim Brisack, Gail Dreifus

Staff: Polina Pivak, Hannah Harrison

Guests: Jacob Hawley, Wendy Brown

2. Approval of Minutes

a. Meeting of October 16, 2023

By a unanimous vote, the present CPSAC approved a motion by Phillips and a second by Baxton to approve the minutes with a correction to misspelling of names.

3. Public Comment on Non-Agenda Items

Phillips made a public comment regarding a concern about the deterioration of some of the artwork/baskets downtown near Mariposa Creek Parkway. Public comment was noted. Goger stated that the Arts Council has been looking for funding to maintain and refresh the artwork.

Hawley asked if they are working on preparing interpretive augmented reality signage for the mural. Dubois affirmed that it is in the works.

Goger asked how CPSAC may work better with the Historic Site and Records Preservation Commission (HSRPC). Hawley stated that this has been discussed and HSRPC wants to work side by side with CPSAC on future projects with full transparency and collaboration. Hawley highlighted the Coast Hardware building wall for a future mural. Goger affirmed and expressed appreciation for Hawley's attendance and willingness to work together.

4. Committee Business

a. Elect Officers

i. Chair

Dubois and Goger nominated Burns for Chair. Burns accepted the nomination.

By a unanimous vote, CPSAC elected Burns as Chair.

ii. Vice-Chair

Goger nominated Wolfson as Vice-Chair. Wolfson accepted the nomination.

By a unanimous vote, CPSAC elected Wolfson as Vice-Chair.

iii. Secretary

Goger asked if anyone is willing to serve as secretary. Miller volunteered for the position. Goger nominated Miller for the secretary position.

By a unanimous vote, CPSAC elected Miller as secretary.

b. Approve 2024 Meeting Dates

By a unanimous vote, CPSAC approved a motion of Dubois and a second by McCroy to accept the proposed 2024 meeting dates.

5. Update on the *Working Lands, Working Artists* Project

a. Review and Recommend on Phase 2 Project Proposals

Harrison and Burns introduced the item.

Wolfson asked for an update regarding working with Public Works on this project. Burns discussed the site visit that was done to choose a location for the sculpture. The Recreation Commission will be discussing the project soon and then the Board of Supervisors will approve the project at their March 12th meeting.

Goger asked if any clarification was needed on the project and its phases.

Hawley asked whether the proposed sculpture is a fountain. Burns clarified that the project is powered by rainwater.

Dubois asked about what the maintenance plan is for the art pieces. Harrison stated that the artist has agreed to and is responsible for maintenance of the project for 10 years or as long as the art looks good.

Miller stated that the mural art piece will be printed on durable metal.

Wolfson asked if there will be any signage to prevent children from climbing the sculpture. Burns stated that there will be interpretive signage that can include discouraging climbing. Additionally, the location of the sculpture was chosen to be further away from the playground.

Wolfson asked if the bus shelter would have to be moved and if a new sidewalk would have to be added with the proposed artwork. Burns said that was not necessary based on the chosen location.

By a unanimous vote, CPSAC approved a motion by McCroy and a second by Burns to approve the both the art projects as presented.

Note: Miller abstained from the vote.

6. Update on the *Mariposa Gateway Elements* Project

Harrison provided an update. The murals have been completed and the next step is the gateway monument part of the project. Essentially, the project is the same just a few less feathers and less landscaping. Project is set to be completed soon.

Phillips asked if the project that was scaled back was brought to the Board of Supervisors for approval. Wolfson asked what was removed. Harrison stated that she was not fully involved in the negotiations, because it was mainly led by Public Works. She will have to check on the scope changes since negotiations are still ongoing and return to the committee with an update.

7. Future Agenda Items

CPSAC directed staff to include the following items on the next agenda:

- Mariposa Gateway Elements update on the scope of the project
- Update on the maintenance of art/baskets along Mariposa Creek Parkway.

8. Adjournment

There being no further business, Chair Burns adjourned the CPSAC meeting at 12:51 PM.

Respectfully Submitted by,

Polina Pivak, Housing and Community Development Specialist

Mariposa County

http://www.mariposacounty.org/

The Planning Department

HOUSING PROGRAMS ADVISORY COMMITTEE *FINAL* ACTION SUMMARY MINUTES

MARCH 4, 2024

TIME: 4:00 P.M.

LOCATION: GOVERNMENT CENTER UPPER FLOOR; BOARD OF SUPERVISORS CHAMBERS

5100 BULLION STREET, MARIPOSA

1. Call to Order and Roll Call

Seeing a quorum, the regular meeting of the Housing Programs Advisory Committee (HPAC) meeting was called to order by Ben Goger at 4:04 PM

Present: Kim Tucker, Dana Swarth, Kevin Spach, Heath Harris (term expired), Roger Powell (term expired)
Excused: Karen Smith, Hal Nolen
Staff: Ben Goger, Polina Pivak

2. Approval of Minutes

a. Meeting of August 19th, 2020

Approval of minutes was tabled until the next meeting due to expired member terms and absent members.

b. Meeting of February 15th, 2024

Approval of minutes was tabled until the next meeting due to expired member terms and absent members.

3. Public Comment on Non-Agenda Items

4. Committee Business

a. Election of Officers

Election of officers was tabled until the next meeting due to expired member terms and absent members.

5. Discussion and Possible Action

a. Discussion and Recommendation to the Board of Supervisors on the Mariposa County Short Term Rental Study Update

Goger introduced the item and explained the complexity of the discussion due to competing interests. Goger explained the sharp drop in housing stock listed in the memo, which was due to new census data and Oak Fire housing losses. After the current Short-Term Rental (STR) applications have been processed we will have over 900 STRs in the County, which is approximately 9.5% of our housing stock.

Tucker asked whether there is data that breaks down the type of units that are STRs. Goger stated this is shown in the Housing Element.

Goger summarized the history surrounding the issue and the STR study.

Harris asked about statistics for STRs that do not operate or are inactive. Goger stated we have that data, and this relates to one of the recommendations of the STR study. Goger

estimates that 18% of STRs are inactive.
Spach asked for clarification on whether there was ever a pause on STRs. Goger said the moratorium was never implemented.

Goger stated the County receives a large amount of revenue from the Transient Occupancy Tax (TOT).

Tucker stated the newspaper indicated that revenue from TOT decreased this year and Goger affirmed.

Goger stated that most survey responses indicate that they are struggling with the housing market. Harris stated that anything to do with the housing market has been difficult. Goger agreed and stated that STRs are only part of the problem when it comes to the housing crisis.

Tucker asked if there have been surveys of employers regarding this issue. Goger and Swarth agreed and pointed to the body of the STR study.

Goger summarized the survey results and formal STR study findings.

Tucker asked if anyone has forecast how the Yosemite reservation system will affect the STR market. Goger stated this has not been forecast, however, STR owners indicate that Yosemite National Park closures are one of the main concerns, therefore the reservation system will affect the market and is worth tracking.

Goger stated that Mariposa County has a high vacancy rate, meaning many people have second homes without renting them out short-term, therefore that is also affecting the availability of housing. Goger explained the functional vacancy statistic, which indicates how competitiveness of the market.

Goger explained the recommendations and asked how the HPAC would like to proceed with establishing their recommendations. Spach stated that the HPAC needs to decide whether they would like to amend the recommendations made by the Planning Commission (PC). Goger said that HPAC does not need to follow PC recommendations.

Swarth stated that the survey data shows that the public would like to limit the number of STRs.

Tucker stated the PC has commissioners who are STR owners.

Goger summarized each recommendation.

Harris asked why STRs are limited to 3-bedrooms. Goger explained that there was an ordinance to reduce the number of bedrooms for STRs due to California Building Code restrictions on septic systems. Harris stated that people will try to cram more into the house and overload the septic system anyway. Goger said to amend the number of bedrooms in the STR code is one of the PC recommendations.

Tucker asked if it would be legal to limit people from establishing STRs. Goger said no, the Dormant Housing Clause states that you cannot limit interstate commerce. However, you can create certain limits, like a “cool-down” period after new home purchases.
Harris mentioned that people could establish an LLC to bypass any fractional ownership limitations.

Tucker stated that although Park adjacent communities have a lot of STRs, there are still many who do not have housing in those areas due to STRs.

Goger summarized the PC recommendations.

Spach asked what the planning areas are and how they will be affected by any recommendations made by HPAC. Goger explained that the Board of Supervisors is the ultimate regulatory authority, however each area has their own plan.

Tucker asked how peer community regulations were accounted and catered for Mariposa County. Goger stated this was done during the preparation of the recommendations as part of the STR study.

Harris stated that a housing trust fund would increase the costs of projects. Goger stated that a local financing mechanism would not be as regulated as other projects.

Spach asked why the PC recommends a flat dollar amount and not an additional percentage applied to TOT to contribute to the housing trust fund. Goger affirmed a percent would be more effective.

Tucker asked whether hotels would have to pay the additional TOT. Goger stated that would be up to decisionmakers. Goger stated the current TOT is 13.5%. Harris stated an increase in TOT would be unsustainable and either the consumer or owner would have to pay. Spach stated this would help limit the market, though. Harris said we must be careful in limiting the market to prevent adverse effects. Tucker said the reservation system would help determine the best course of action for STR regulation once the market adjusts.

Goger directed the conversation to potential recommendations.

Powell believes that many people base their opinion on misinformation and that HPAC needs to focus on the main objectives. Powell stated the objective should be to create housing for those that need it and proposed to limit STRs within houses that are priced below $450,000, which is affordable to people in the County. Goger stated that that is a type of eligibility standard and would need to be investigated in terms of legality. Goger also mentioned this has not been implemented in other peer communities.

Harris said investigating the effect of firefall visitation in Yosemite on the STR market may help analyze the recommendations. Goger said he would inform the Board of Supervisors of this point.

Goger asked if HPAC agrees with the Administrative and Process Updates recommendations. Harris affirmed that updating the definition of an STR is important.

Tucker stated that leveraging STRs to facilitate new home construction would be difficult.

Spach asked about the value of requiring permit numbers on advertisements. Goger said it would make compliance quicker and more accurate.

Powell and Tucker stated that the HPAC needs more time to review the information and develop recommendations.

Tucker asked about Tenants Rights Reform and does not think it is within the purview of the HPAC.

Goger said the perfect solution is not necessary.

Spach said he supports Section D "Geographic Targeting and Density Limits" recommendations. Powell and Spach supports recommendation No. 25 Establish a Local Funding Source for Housing Programs. Spach supports Recommendation No. 24 Expand and Diversify Housing Supply.

HPAC discussion ensued about next steps and direction in developing recommendations.

Spach made a motion to accept recommendations nos. 16, 17, 24, & 25; Swarth seconded. Motion passed.

RESULT: (3-2)
Ayes: Swarth, Spach, Powell
Nays: Harris, Tucker

6. Future Agenda Items

The HPAC direct staff to include the following items on the agenda for the next meeting:

- Letter to Joe for NPS data
- Discussion on smaller lot sizes in Mariposa TPA
- STR study recommendations

7. Adjournment

There being no further business, the HPAC meeting was adjourned by Ben Goger at 6:05 PM.

Minutes Submitted by,

Polina Pivak, Housing and Community Development Specialist

Mariposa County

Mariposa County MINUTES of the Planning Commission
http://www.mariposacounty.org/

ART BAGGETT, CHAIR	**DISTRICT I**
WARREN GRAY	**DISTRICT II**
MICK HERMAN	**DISTRICT III**
DENI SMITH, VICE CHAIR	**DISTRICT IV**
JOHN MCCAMMAN	**DISTRICT V**

PLANNING COMMISSION
ACTION SUMMARY MINUTES - FINAL
MARCH 15, 2024

A. Call to Order and Roll Call

Chair Baggett called the meeting to order at 9:02 A.M.

Attendee Name	Title	Status	Arrived
Art Baggett	District I	Present	9:00 AM
Warren Gray	District II	Present	9:00 AM
Mick Herman	District III	Present	9:00 AM
Deni Smith	District IV	Present	9:00 AM
John McCamman	District V	Present	9:00 AM

B. Pledge of Allegiance

Commissioner Herman led the pledge.

C. Public Comment on Non-Agenda Items

Persons wishing to speak on any item of interest within the subject matter or jurisdiction of the Commission that is not on the agenda.

There was no public comment received.

D. Approval of Minutes

1. Planning Commission - Regular Meeting - February 16, 2024

By motion of Commissioner Herman, seconded by Commissioner Smith, the Planning Commission approved the minutes of February 16, 2024 as presented. Motion Passed.

RESULT: APPROVED
AYES: Commissioner Baggett, Commissioner Gray, Commissioner Herman, Commissioner Smith

NOES: None
ABSTAIN: Commissioner McCamman
EXCUSED: None

E. Information Items

1. **Informational Presentation Regarding the Function of the General Plan and Zoning**

Planning Director, Steve Engfer, presented the Function of the General Plan and Zoning along with a PowerPoint presentation.

2. **Informational updates on the Planning Department Work Program**

Information was received from Engfer.

F. Commissioner Reports

Baggett shared that he will not be attending the April 5th and 19th, 2024 PC meeting.

Smith shared she will not be attending the April 5, 2024 PC meeting.

Engfer stated that the April 5th meeting will be cancelled but we will have the April 19, 2024 meeting.

G. Future Agenda Items

No discussion.

H. Adjournment

There being no further business the meeting was adjourned at 10:35 A.M.

Respectfully submitted,

_____
ART BAGGETT, Chair
Mariposa County Planning Commission

_____
SOPHEA CRAIGHEAD, Secretary
Mariposa County Planning Commission

Note: Full audio recordings of the minutes are available from the Planning Department by request or online: Agendas & Minutes | Mariposa County, CA - Official Website

Mariposa County

http://www.mariposacounty.org/
The Planning Department

HOUSING PROGRAMS ADVISORY COMMITTEE (HPAC) *FINAL* ACTION SUMMARY MINUTES

March 21, 2024

TIME: 4:30 P.M.
LOCATION: GOVERNMENT CENTER UPPER FLOOR; BOARD OF SUPERVISORS CHAMBERS
5100 BULLION STREET, MARIPOSA

Members of the public who wish to participate in the meeting are invited to do so by submitting written comments, by attending the meeting in person, or by joining the teleconference:

To join the meeting by dialing in on phone, call this number during the meeting (long distance charges may apply): Phone +1 929-352-1921; Access Code: 776 982 516# (Press *6 to mute and unmute.)

Please note that all callers may be limited on their speaking time, and will be muted before and after public comment periods

WRITTEN COMMENTS: Written comments may be submitted via U.S. Postal Service, email or may be dropped off at the Planning Department. In your written communication please note in the subject line which Planning Advisory Committee you are commenting to and indicate which "PUBLIC COMMENT ITEM #" (insert the item number relevant to your comment) or "PUBLIC COMMENT NON- AGENDA ITEM" that you are commenting on.

1) Mail • Send written communication to:
Mariposa County Planning
Department PO Box 2039
Mariposa CA 95338

2) Email • Send an email to planningdept@mariposacounty.org
3) Drop Off:• Written communication can be dropped off at:
Mariposa County Planning
Department 5100 Bullion Street,
1st Floor Mariposa, CA 95338

No matter which of these formats you choose to use for written communication (Mail, Email or Drop Off) please know that in order to ensure distribution to the committee prior to their consideration of the agenda, and in order for your written comments to be placed into the record it must be received no later than 8:00 a.m. on the day of the meeting

1. Call to Order and Roll Call

Seeing a quorum, the regular meeting of the Housing Programs Advisory Committee (HPAC) meeting was called to order by Ben Goger at 4:32 PM

Present: Kim Tucker, Dana Swarth, Kevin Spach, Roger Powell, Hal Nolen, Karen Smith, Zoe Alexander, Heath Harris
Absent: Paul Daysh
Staff: Ben Goger, Polina Pivak
Guest: Schree Barrient

2. Approval of Minutes

a. Meeting of August 19th, 2020

By a unanimous vote, the HPAC approved a motion by Smith, and a second by Harris, to approve the minutes as presented.

Only Kim, Roger, Heath, and Karen may vote.

b. Meeting of February 15th, 2024

By a unanimous vote, the HPAC approved a motion by Tucker, and a second by Powell, to approve the minutes as presented.

c. Meeting of March 4th, 2024

By a unanimous vote, the HPAC approved a motion by Swarth, and a second by Spach, to approve the minutes as corrected.

Correction: Pg 4, second paragraph: 13.5% is actually what hotel and STR operators pay at this time. No additional TOT tax has been determined.

3. Public Comment on Non-Agenda Items

4. Committee Business

a. Election of Officers

Chair

Smith nominated Powell for Chair. Powell accepted. Unanimous.

Vice-Chair

Powell nominated Smith. Smith accepted. Unanimous.

Secretary

Harris nominated staff to handle the secretary responsibilities. Staff accepts. Unanimous.

The meeting was turned over to Chair Powell.

5. Discussion and Possible Action

a. Discussion and Potential Direction to the Board of Supervisors on the Mariposa County Short Term Rental Study Update

- *Supporting material for this discussion can be found on the Planning Department webpage: https://www.mariposacounty.org/2843/Short-Term-Rental-Study;*
  and within the HPAC agenda packets for the 2/15/24 and 3/14/24 meetings: https://www.mariposacounty.org/2792/Agendas-Minutes

Powell introduced the item. Goger provided an update to the HPAC on the Board of Supervisors decision at their meeting on this item on 3/19. Item has been tabled for discussion until October to determine the effect of the reservation system on short-term rentals. Staff was directed to take on administrative updates for efficiency and pursue adopting master plans for ADU construction.

Discussion was tabled until further Board of Supervisors discussion.

Harris encouraged HPAC members to listen to the Board of Supervisors meeting discussion.
Powell expressed concern about tabling the discussion for too long and then having to rush to develop recommendations to the Board.
Harris suggested discussing the short-term rental study recommendations a little bit at a time.

Goger recommended waiting for 3 months until the Housing Element update is further along. Staff will schedule the item as such.

b. Discussion on the Mariposa County Housing Element Update

- *Supporting material for this discussion can be found on the Planning Department webpage: https://www.mariposacounty.org/1142/Volume-I---Mariposa-County-Wide-General-;*
  within the HPAC agenda packets for the 2/15/24 and 3/14/24 meetings: https://www.mariposacounty.org/2792/Agendas-Minutes

Goger introduced the item. Goger directed HPAC to review the programs and policies section of the Housing Element starting on page 8-94 and provide recommendations to staff on potential changes within the update by the first week of April.

Swarth asked for a word document of the Housing Element to edit and an update on which programs have been completed/progress update. Goger affirmed.

I. Discussion and Potential Direction to Staff to Request Data from NPS to Inform the Housing Element Update

Powell introduced the item. Goger stated this does not have be a formal letter and can be a staff request from NPS.

Guest, Schree Barrient, stated that Yosemite National Park (YNP) was one of the four parks selected for a housing study by the National Parks Foundation. Housing is clearly needed. The study is currently in draft form.

Tucker expressed concern regarding the quality of housing in YNP in addition to the housing need. Discussion regarding building standards in the park and jurisdiction issues ensued.

Goger reminded the HPAC regarding an existing policy within the Housing Element to work with YNP to improve housing issues.

HPAC requested the circulation of Tucker's letter, which details data to be requested. Goger clarified that staff intends to request data from YNP regardless for the Housing Element update.

II. Discussion on Feasibility of Allowing Smaller Lot Sizes in Town Planning Areas

Powell introduced the item. Pivak provided information on the item from the Planning Director and stated that the Mariposa Task Force will likely be discussing the item in depth.

Discussion ensued about density restrictions. Goger provided information about Mariposa Public Utility District (MPUD) capacity and potential expansions. Significant funds would be needed, but there are funding opportunities that staff could work with MPUD to pursue. Alexander stated that infrastructure improvements will be needed to be able to develop affordable housing.

6. Future Agenda Items

The HPAC directed staff to include the following items on the next meeting agenda on 4/18 at 4 PM:

- Housing Element update review of policies and programs

7. Adjournment

There being no further business, the meeting was adjourned by Chair Powell at 5:36 PM.

Respectfully Submitted By,

Polina Pivak, Housing and Community Development Specialist

Mariposa County

Mariposa County AGENDA of the Planning Commission
http://www.mariposacounty.org/

ART BAGGETT, CHAIR	**DISTRICT I**
WARREN GRAY	**DISTRICT II**
MICK HERMAN	**DISTRICT III**
DENI SMITH, VICE CHAIR	**DISTRICT IV**
JOHN MCCAMMAN	**DISTRICT V**

PLANNING COMMISSION ACTION SUMMARY MINUTES

APRIL 19, 2024

A. Call to Order and Roll Call

Vice-Chair Smith called the meeting to order at 9:00 AM.

Attendee Name	Title	Status	Arrived
Art Baggett	District I	Present	EXCUSED
Warren Gray	District II	Present	9:00 AM
Mick Herman	District III	Present	EXCUSED
Deni Smith	District IV	Present	9:00 AM
John McCamman	District V	Present	9:00 AM

B. Pledge of Allegiance

Commissioner Smith led the pledge.

C. Public Comment on Non-Agenda Items

Persons wishing to speak on any item of interest within the subject matter or jurisdiction of the Commission that is not on the agenda.

There was no public comment received.

D. Approval of Minutes

1. **Planning**

Planning Commission - Regular Meeting - March 15, 2024

Commissioner McCamman suggested tabling the draft minutes to the next meeting as there was a lack of quorum to approve the draft minutes.

By motion of Commissioner McCamman, seconded by Commissioner Gray, the Planning Commission tabled the March 15, 2024 draft minutes to May 17, 2024 meeting. Motion passed.

RESULT: TABLED
AYES: Commissioner Gray, Commissioner Smith, Commissioner McCamman.
NOES: None
ABSTAIN: None.
EXCUSED: Commissioner Baggett, Commissioner Herman

After a motion was made to table the draft minutes, McCamman suggested moving item E.2. up on the agenda before addressing item E.1.

By motion of Commissioner McCamman, seconded by Commissioner Gray, the Planning Commission approved to move item E.2. before item E.1. on the agenda.

RESULT: APPROVED
AYES: Commissioner Gray, Commissioner Smith, Commissioner McCamman.
NOES: None
ABSTAIN: None.
EXCUSED: Commissioner Baggett, Commissioner Herman

E. Public Hearing

2. **Planning**

PUBLIC HEARING: Resolution of Approval for Amended Conditions Amended Site Plan Application No. 2023-005 (CUP 2017-117 Mariposa Biomass Project), West Biofuels, LLC, Applicant. Assessor Parcel Numbers (APNs) 012-050-066 and 012-050-067

Smith opened Public Hearing and announced that public comments were received late in the day on April 18, 2024 prior to the public hearing, which did not allow adequate time for staff to provide feedback. The public comments were memorialized and available to the public located on the tables in the back. Therefore, the public hearing for the Mariposa Biomass Project will be continued to a date and time certain, May 17, 2024, at 9 AM and public comments will not be received by the Commission until then.

By motion of Commissioner McCamman, seconded by Gray, the Planning Commission approved the continuance for the Biomass Project to a date and time certain, May 17, 2024 at 9 AM. Motion passed.

Smith opened public comment regarding the motion to continue the Biomass Project to a date and time certain, May 17, 2024 at 9:00 AM.

Public Comment was received by:

Daniel Wilson, District 3 resident.

Anonymous caller who stated that the public in attendance and on the phone should be allowed to provide their comment regarding the Biomass Project based on the Brown Act.

While Planning Director, Steve Engfer left the meeting to confirm with County Council a recess was taken at 9:17 AM and reconvened at 9:21 AM.

Engfer announced that the Commission will need to withdraw the motion, open the public hearing and open public comment, per the recommendations from County Council.

Smith asked Commissioner McCamman to withdraw the motion to continue the Biomass Project to date and time certain, May 17, 2024. McCamman withdrew his motion and requested to continue with the public hearing.

Smith opened public comment.

Public Comment was received by:

The following comments were received by the public who are in opposition to the project:
Thomas Archibald (Mariposa Industrial Park), Dennis Buck (Resident), Kevin Barry (Resident), Daniel Wilson (District 3 Resident), Kelly White (Resident), Sandra Chapman (Resident) and Katie Owens (Resident).

Public comment received from Barbara Cone (Fire Safe Council) was in agreement with the project.

Smith closed public comment.

By Motion of Commissioner McCamman, seconded by Commissioner Gray, the Planning Commission approved the continuance of the Biomass Project to a date and time certain, May 17, 2024. Motion passed.

RESULTS: APPROVED
AYES: Commissioner Gray, Commissioner Smith, Commissioner McCamman.
NOES: None.
ABSTAIN: None.
EXCUSED: Commissioner Baggett, Commissioner Herman.

After motion was approved, the Commission addressed item E.1.

1. **Planning**

PUBLIC HEARING: Resolution Approving Time Extension Application No. 2023-096 for Conditional Use Permit 2019-212; BPF Coulterville Conservation Lands, LLC

Smith opened the item and introduced Engfer, who provided a brief history of the project, then introduced Planner II, Sarah Hughes, who stated that the errors on the resolution will be amended and the response from Public Works for a public comment received is available at the meeting for the public. She then proceeded to present the Time Extension project.

There was no public comment received.

By Motion of Commissioner Gray, seconded by Commissioner McCamman, the Planning Commission adopted a resolution approving the time extension No. 2023-096 for Conditional Use Permit 2019-212; BPF Coulterville Conservation Lands, LLC – Jake Cochrane, applicant; APN: 003-010-034 and 003-010-035. PCRESO NO. 2024-005. Motion passed.

RESULTS: APPROVED
AYES: Commissioner Gray, Commissioner Smith, Commissioner McCamman.
NOES: None.
ABSTAIN: None.

EXCUSED: Commissioner Baggett, Commissioner Herman.

F. Commissioner Reports:

There was no information received by the Commission.

G. Information Items

Information received by Engfer.

H. Future Agenda Items

None.

I. Adjournment

There being no further business the meeting was adjourned at 10:18 A.M.

Respectfully submitted,

DENI SMITH, Vice-Chair
Mariposa County Planning Commission

SOPHEA CRAIGHEAD, Secretary
Mariposa County Planning Commission

Note: Full audio recordings of the minutes are available from the Planning Department by request or online: Agendas & Minutes | Mariposa County, CA - Official Website

HISTORIC SITES AND RECORDS PRESERVATION COMMISSION

ACTION SUMMARY MINUTES FINAL (Approved 5/13/24)

MARCH 11,2024

1. **Call to Order and Roll Call**

   Seeing a quorum, the regular meeting of the Historic Sites and Records Preservation Commission (HSRPC) was called to order by Chair Jacob Hawley at 10:00 a.m.

   Commission members in attendance: Jacob Hawley, Jazzmyn Gegere, Clay River, Letha Goger, Richard Westfall
   Excused: Jeanetta Phillips, Kathleen Levitt
   Planning Staff: Polina Pivak, Kaitlyn Casner
   Guests: Janet Chase Williams, Matt Hespenheide

2. **Approval of Minutes**

   Meeting of February 12, 2024

   By a unanimous vote, the HSRPC approved a motion by Letha Goger with a second by Clay River to accept the minutes as written.

3. **Public Comment on Non-Agenda Items**

   There was no public comment.

4. **Review and Recommend for Action**

   Historic Design Review Application No. 2024-013: Recommendation to the Planning Director regarding new HVAC screening located at 5038 Hwy 140 (APN 013-18-016); Mountain Aire, Applicant

   Staff gave a presentation (see packet).

   No public Comment.

   Jacob Hawley asked about neighbor's view. Staff to check. Clay River asked about fire resistant planting. Staff said the project proponent would adhere to current regulations.

By a unanimous vote, the HSPRC approved a motion made by Letha Goger with a second by Jazzmyn Gegere to recommend approval of the project as presented.

Historic Design Review Application No. 2024-022: Recommendation to the Planning Director on Mariposa Downtown Improvement Project; Public Works, Applicant.

Staff Matt and Polina Pivak gave a presentation (see packet).

No public comment.

Clay River asked for more information on the revegetation plan. Matt said there is limited area for planting on Bullion Street due to expansion of sidewalks and walls. They are exploring opportunities for trees where possible. Jacob asked if there are plans to disguise all town dumpsters. Matt said it is in planning. Matt said business owners feel positive about the plan. He also stated lighting is LED, light sensitive. This would help make the county comply with the goal to disguise all trash bins.

By a unanimous vote the HSPRC approved a motion made by Clay River with a second by Letha Goger to recommend approval of the project as presented.

5. **Committee Business**

Consider and Take Action to Alter Commission Membership to Include Ex-Officio Members.

Pivak explained that an Ex-Officio does not contribute to quorum. A member of the Board of Supervisors would attend and participate in meetings but do not vote. The BOS would have to have to approve an amendment to the by-laws. All other commissions have an ex-officio member. Ex-officio members would be from BOS and or planning commission.

After discussion it was agreed to table the decision until the next meeting.

6. **Ad-Hoc Committee Updates**

Gold Rush Design Review Guidelines to go to board. Staff to let us know when goes before board. Need more background work to be done.

Certified Local Government (CLG) Discuss and take action on Ad-Hoc Recommendation to direct staff to begin background work to become eligible

for application to the Certified :Local Government (CLG) program, and consideration by the HSRPC in the Future Prior to Formal CLG Application.

Question: Estimated time frame. Develop timeline part of work. Some items included in current work plan as actions committee would like to take. Not including adopting anti neglect requirements, connecting with OHP for technical assistance.

By a unanimous vote the HSPRC approved a motion made by Letha Goger seconded by Clay River to ask staff to move forward with background eligibility work.

HSRPC Work Plan

Discussion, Planning and Direction Regarding Next Steps by Commission and Staff to Accomplish Goals Established by Work Plan.

Pivak to leave this as continuing agenda item. Ad Hoc committees are disbanded.

7. Update Regarding Digitization of Mariposa County Historical Records by Museum and History Center.

Janet Chase Williams VP of the Mariposa Museum and History Center spoke to the committee. Mariposa County records are owned by the county. They are under the jurisdiction of the County Clerk. The Museum is working with the County Clerk to digitize the county's historic records. Most are currently housed in the museum vault. They are in the process of drafting a contract with Family Search through the Morman Church. This organization would digitalize the records, making copies for the county and the museum. Access will also be available through family research sites. She stressed the importance of preserving and sharing historic records. They plan to digitize county public records and newspapers, not family genealogy. Scanning of documents is to be done on-site. When documents are used someone from the library and county shall be present. Final approval to come before the board of supervisors as soon as they can get on the agenda.

Discussion was held by members. Some had concerns of details and formation of a contract dealing with historic Mariposa County Records without prior discussion with the HSRPC.

It was decided to revisit this at the next meeting and ask the County Clerk to attend.

8. Update Regarding Build-out of Historical Resource Inventory Database by Planning Staff.

Polina Pivak is working on building out Excel spread sheets. Inventory of file within other County departments, but not shared with outside public until details are worked out considering private property rights.

Continuing Project.

9. Future Agenda Items:

Discussion of use of religious entities, especially involving current draft contract, to digitalize county records.

10. Adjournment

There being no further business, the meeting of the HSRPC was adjourned by Chair Jacob Hawley at 11:39 a.m.

Minutes respectfully submitted by,

Richard Westfall, Secretary

Mariposa County
Department of Public Works

Roads – Parks & Recreation – Facilities - Airport
Engineering – Surveying – Transportation – Utility Operations
Fleet Maintenance – Solid Waste - Cemeteries

4639 Ben Hur Road
Mariposa, CA 95338
(209) 966-5356 office
(209) 966-2828 fax
www.mariposacounty.org

WATER AGENCY ADVISORY BOARD

ACTION SUMMARY MINUTES
April 25, 2024

A. 3:00 pm Called to Order

Attendee Name	Title	Status
Mike Guenther	Chair	Present
Sonny Palmer	Vice Chair	Present
Michael Martin	Member	Present
John McCamman	Member	Excused
Mark Rowney	Member	Present
Dave Conway	Member	Present
Susan Wages	MPUD	Present
Matt Hespenheide	PWD County Engineer	Present
Joan Zierott	PWD	Present
Sam Cerveny	PWD Deputy Director	Present
Jean Dordan	PWD Executive Assist	Present
Wes Smith	Mariposa OES	Excused
Danette Toso	Supervisor District III	Excused
Shannon Poe	Supervisor District II	Absent
Steve Dahlem	County Counsel	Present
Raquel Sandoval	County OES	Present

B. Introductions

None

.

C. Public Comment

None

D. Approval of Minutes

Approve the minutes of February 29, 2024, as corrected. (M) Dave Conway (S) Sonny Palmer

E. Action Items

1. Approve the Annual Committee Report for 2023

The Board of Supervisors asked that we add “will sit as Drought & Water Shortage Task Force”. Clarify 2023 membership. In the third paragraph under Background and Information, add “a percentage of revenue up to $300,000” and "18 million". Add “escrow account” in the last sentence.

(M) Michael Martin (S) Mark Rowney with revisions approved by County Counsel.

F. Discussion Items

1. Continued discussion of the review of MID settlement payments and audit report

County Counsel Steve Dahlem reported that earlier in the month, County Counsel, outside counsel, and a consultant from Charles River Associates met with outside counsel and MID internal staff to discuss and clarify the calculation of annual payments and determine their accuracy. There will be more discussion on this matter in the near future.

The County expects another payment in April or May 2024, their fiscal year ends March 30th.

Recess Water Agency Advisory Board

G. Water Agency Advisory Board to sit as the Drought and Water Shortage Task Force

1. Discussion of Resiliency Plan

County Engineer Matt Hespenheide has been working with Blackwater Engineering to create a plan focusing on the 8,000-acre feet of water from McClure, which carries a usage deadline in 2047. The focus at this point will not be on the 30,000-acre feet at the South Fork of the Merced River. Matt needs clarification that these are the correct facts, after which he will have Blackwater revise the draft for better clarity before reaching out to any regulatory agencies.

Michael Martin emphasizes that there can be no diversion of water during a drought year, as it is anticipated that there could be up to four drought seasons within a 10-year span.

Matt proposes starting a community outreach program by partnering with the Sierra Foothill Conservancy to gather information and data on domestic wells, offering a well test kit in exchange for information. He believes this approach will be better received by the community through the conservancy rather than directly from the county.

Environmental Health possesses records of wells that went dry during the last drought, along with additional information regarding wells in Mariposa County and the amount of water purchased within the county. Matt must report back to the state by June 2025.

Mike Guenther inquired about providing water in an emergency. Matt explained that self-help initiatives intervened during the last drought, emphasizing the need for a pre-established plan before applying for a grant. Raquel Sandoval from OES mentioned existing disaster mitigation plans. Mike Guenther requests a task order to be prepared for the next meeting.

2. Update from Blackwater/Public Works

None, there will be a draft to review from Blackwater at the next meeting.

Reconvene as the WAAB

During the budgeting process, some funds should be allocated for water projects. Michael Martin suggests that this proposal be brought back to the Board of Supervisors, as ideas are moving forward to earmark these funds exclusively for water projects. Additionally, he recommends adding this topic to the agenda for the next Water Agency Advisory Board meeting for a vote and updating the previous letter to the Board from two years ago..

H. Next Meeting

June 27, 2024

I. Adjournment

Meeting adjourned at 4:06 pm

Respectfully submitted,

Jean Dordan
Executive Assistant

BEHAVIORAL HEALTH BOARD

of Mariposa County
Post Office Box 784
Mariposa, California 95338
(209) 966-3222

BEHAVIORAL HEALTH BOARD MEETING
MINUTES

April 3rd, 2024
12:30 p.m. – 2 p.m.
Mariposa County Health & Human Services – Mariposa Conference Room
5362 Lemee Lane, Mariposa, California 95338

To attend via telephone, call 1-669-900-6833, then at the prompts enter the following:
Meeting ID 985-9834-5239, participant ID #, passcode 123456

Members Present: Paul Brickett, Ellie McQuarrie, Loretta Milne, Rosemarie Smallcombe, Olga Leonard

Members Excused: Mike Charman

Members Absent:

Guests Present: Tyson Wellcome, Summerlynn Marquez, Juli Jines, Amber Scroggins, Kevin Spach Donna Rengal, Bryan Blew, Brandon Stump, Monica Martinez, Beruna Leonard, Dana Hallet

Staff Present: Sheila Baker, Donya Evans, Jillian Rodriguez, Randy Ridenhour, Adrianne Beas

Quorum: Yes

Mission Statement: The mission statement was read by Loretta Milne.

I. **Call to Order/Roll Call:** Meeting was started approximately 12:32PM by Paul Brickett, Chair. Roll call introductions were made.

II. **Approval of Meeting Minutes for March 6, 2024 (attachment):** Ellie made a motion to approve minutes, and Rosemarie seconded the motion. All members present voted "aye," none were opposed, none abstained. Minutes for March 6, 2024, were approved.

III. **Public Comments:** None

IV. **Agenda Items**

A. Announcements: None

B. Committees/Community Partner Reports:

1. **Mariposa Heritage House:** Summerlynn reported Heritage House continues to see an increase in request for services from participants, housing being the highest request. Finding housing is a struggle and Heritage House has resorted to paying for hotels and asking other counties if they have room in their shelters. In the month of March 424 meals, a week, 167 food boxes and 12 emergency food boxes were handed out and the request continues to grow every month. Other requests are for

clothing and help with PGE and propane cost. Heritage House directs participants to the Health & Human service Agency and do a warm hand off. Funding is limited and not enough. Rosemarie asked if Heritage House track numbers in any sort of graph or table. Summerlynn will be able to provide data. Paul mentioned BHB is required to submit an annual report sometime this month and would like to make it part of the state of the county.

2. **Mariposa Minds Matter:** Donya gave an update. The Mariposa Minds Matters committee plans to be at the Butterfly Festival May 4th & 5th and they need helpers. Jillian passed around volunteer sign-up sheet. Donya said she appreciates any help and gave thanks in advance. If anyone has questions contact Donya, Adrianne, or Jillian. Entrance is free for volunteers. Parking is $5.00. There is help to pay for parking but will need to be addressed before the event.
3. **Connections:** No report
4. **Probation:** No report
5. **Native Solutions:** Lisa Parker reports they have opened 2 new homes for TRADE. Now have a men's home and women's home. They also have 2 family homes for transitioning participants that live unsupervised with their kids. Awarded grant from DHCS for $675,000 for Mariposa and $675,000 for Madera for recovery services and evidence-based programs. DHCS visited on March 25, to award the grant, visit the homes and to perform an inspection for treatment license. There will be 8 new positions in the next few weeks. Sewing class is every Sunday, no fees. Native solutions have been very busy, still doing supervised visitation services and training for therapeutic services. Implementing Triple P Programs, which is a parenting program and evidence-based program that requires 6-8 weeks of training that monitor will go through. Helps parents with anger issues and other issues that put children at risk for child abuse and neglect. Received a huge donation from Black Oak Casino that helped pay for 2 beds. Native Solutions works with people that are not Native American, but they do work closely with Native American tribes. Rosemarie asked if the children in visitation programs are screened for adverse childhood experiences. Lisa replied, children go through an assessment with CWS prior to the referral process and then will be assessed by Native Solutions to see if they would benefit from any other programs. Also awarded Round 2 grant for $400,000 from DHCS that will be used to work with a doctor's office to support MAT services.
6. **Mariposa Safe Families:** No report
7. **Ethos:** Tyson reported Pathos will have pop-up booths at local fundraisers and events such as the Butterfly Festival. At Ethos they have been teaching young people how to food prep 2-3 days a week. Also been taking teens shopping to prepare for graduation and dances. Will be going to an event in Sonora called the Spoken Word event and taking 6-12 young people. April 17th taking 13-16 Greely students to Columbia College, and this is because school district can't provide school trips. Ethos provides these trips to an undeserved population that would not usually join school trips. They also help students enroll into college, for example filling out the FAFSA and scholarships. Columbia has great trade programs, such as welding and culinary. Throughout the year planning music lessons, art therapy and working on murals that will all be featured at the Art Park on May 17th, Through the Eyes of Our Youth. Young people will take pictures with a disposable camera and the pictures will be displayed.
8. **Family Resource Center:** Amber reported on upcoming events. April 20th, Oral Health, CVRC, Ethos and Central California Alliance for Health will be in North County at the Community Center. Childbirth classes for young mothers on April 6th. Teaching them what to do in an emergency situation, self-care, and healthy dieting. Swap and Shop clothing exchange April 13, 2024, at Creekside Terrace Apartments. Amber also gave an update on CASA. In need of advocates for

children in foster care and a training will be on April 15, 2024. Ellie requested a flyer.

9. **Mountain Crisis:** Juli reported she is a peer counselor counseling 18 clients and 15-20 youth clients from Ethos. Last week played a spinning wheel game called What Would You Do. The game gave a scenario. Teens provide open and honest answers among each other. There is a Resiliency Support group once a week that focusses on how to handle life changes, stress, adversity, withstanding grief and accept loss, creatively adapt to life changes, overcome obstacles, build an optimistic outlook and create goals. Another support group that started in April is at the shelter is called Healing Through Art and Self-care. April is Sexual Awareness Month. Denim Day is Wednesday, April 24, 2024, and we are celebrating 25 years of Denim Day to bring awareness to sexual assault. Program Specialist Katie Wardle will be speaking at the Denim Day event at the Art Park on April 24, 2024.
10. **Rosemary Smallcombe:** Proposition 1 passed in the end of March. Construction of new treatment facilities and funds for veterans will be available. No more MHSA, it will now be called BHSA. Funds will go to housing for people in need. The Federal Communication Commission have a proposal that would improve how wireless calls to the 988 Suicide & Crisis Lifeline (988 Lifeline) are routed to ensure that callers in crisis have access to behavioral health resources in the state or territory they are calling from while protecting their privacy. Calls to the 988 Lifeline are currently routed based on the caller's area code and exchange, which presents some obstacles to callers whose area code does not correspond the caller's location when in crisis. FEMA will not pay for Project Room Key. Mariposa does not have to worry because we funded Project Room Key with other funding.
11. **Kevin Spach:** Miwumati Family Healing Center is a non- profit that provides mental health counseling. They also run a food pantry and a food distribution program. They would like to expand services. With the money from the behavioral health grant, they can afford and have an Associate level counselor that sees 14 people on a regular basis and works 2 days a week. The need for counseling is increasing and they cannot afford to pay for additional counselors. To serve the need they will need more money. Kevin asked for advice or help on expanding the behavioral health grant. They would like to hire a licensed counselor. In process of hiring an Elderly Support position which will help with hot meals, delivering groceries and other services. Rosemarie asked if the MFHC connected with Area 12. Rosemarie asked Kevin to reach out to Area 12, Lydia Arre or Terri Peresan at tperesan@ mariposacounty.org. Rosemarie would like Kevin to give her an update on what he finds out.

C. Old Business:

1. Paul, Loretta, Rosemarie met to revise the Action Plan and they have questions for Board of Supervisors before generating a draft. Paul gave some examples of questions. Loretta would like to focus on developing the orientation process and a binder with 5 sections in it filled with BHB information, for example a list of acronyms, overview, history, section for fiscal summaries and a list of community providers. Loretta would like to remove the word training and say orientation instead. Rosemarie brought up having a report with all of the things that BHB sign off on. MHSA update will be on the agenda for May.
2. Tabeling Bylaws

D. New Business: Introduce new board member applicant, Dana Hallet. Paul welcomed Dana Hallet back for another meeting.

E. Staff Reports:

1. **Director of HHSA:** Joe Lynch. See Sheila's report below.
2. **Director of Health Services:** Kristina Keheley
   No report
3. **Deputy Director of BHRS:** Sheila Baker reported small and rural counties voted "no" on Prop 1. Prevention programs will be lost, 30% of mental health funds will be taken away and will be put in a housing bucket. Encampment has received 30-day notice on April 1, 2024, and post to close May 1, 2024. MAT services phase 1 continues in the jail and phase 2 outpatient is being initiated. Sheila hired a new psychiatrist for MAT and Med services 2days a week. April 17th, there is a recruiting event at Stanislaus State University. On Friday, will be interviewing a clinician. North County building continues to move forward taking a look at the septic and behind the walls. Sheila would like to have the SUD team join Heritage House for Alcohol Awareness month. Summerlynn will contact Sheila and Todd with more information. For BHB there is a new law that passed saying we have to have a youth as a board member. Must be 25 years or younger. If under 18, must be accompanied by a parent. Also need someone from an educational facility and it be nice to have a veteran on the board. We are supporting the school district with several grants for $2.5 million and $900,000 used to hire staff and counselors and expand Behavioral Health services on school site. One grant is the Student Behavioral Health Incentive Program, and another one is Mental Health Student Services Act. Someone asked Sheila about the new psychiatrist and the process to be seen. Sheila explained the process. Clients are screened and the county treats serious mental illness only. If they don't qualify, we send them to their manage care plan.
4. **Financial:** Randy gave summary report on Revenues and Expenses as of April 3, 2024
5. **Quality Assurance**: No report

V. Adjournment: Meeting was adjourned approximately at 2:15 p.m.

Next Meeting: The next meeting will be held in the Mariposa County Health & Human Services Mariposa Conference Room and via Teleconference, May 1, 2024, at 12:30p.m. to 2:00 p.m.

Submitted,

Adrianne Beas

Recording Secretary

MARIPOSA COUNTY
Merced River Trail Community Working Group

FINAL MEETING MINUTES (APPROVED 3/27/24)

DATE: September 20, 2023
TIME: 12:00 PM
LOCATION: Development Services Conference Room
5100 Bullion Street, Mariposa

1. **CALL TO ORDER:** Goralnik called the meeting to order at: 12:00 PM

   Members Present: Tara Fouch-Moore, Jeff Jenkins, Susie Clark, Bill King, Wendy Brown, Rosemarie Smallcombe
   Members Absent:
   Excused Absences: Art Baggett, Michael Martin, Jessica Thompson
   Visitors: Ralph Mendershausen

2. **APPROVE THE MINUTES FROM THE 6/2/23 MEETING:**
   The minutes were unanimously passed with minor revisions.

3. **DISCUSSION ON CWG NEXT STEPS:**
   The group had a ranging discussion related to the future of the CWG now that Mikey Goralnik was moving into a contract position with the county. He indicated that he would no longer be serving as the primary point of contact for the Community Working Group, but would remain involved in the county's effort to implement the Merced River Trail Vision Plan.

   He indicated that the planning department would assign a staff person to serve the administrative functions of the CWG in the near future. That staff person would be in place in time for the October meeting.

   The group discussed whether it wanted to continue to function as a "working group" as it has since its inception, or if it wanted to function as a more conventional "advisory committee." The consensus was that the members preferred to serve as a working group, with the emphasis being on the action-specific subcommittee work that has been discussed since the Vision Plan was adopted and was voted on at the June meeting. Wendy Brown, who was not at the June meeting, volunteered to be on the subcommittee focused on Action 5.2.

   Sue Clark suggested that CWG members prepare "to-do lists" or action plans for how they intend to proceed with their subcommittee work and be ready to share those at the next CWG meeting. These would be individual (ie, non-standardized) narratives. The CWG members agreed and it was decided that members would prepare action plans for the next meeting. It was requested that staff prepare a matrix depicting the different subcommittees that each CWG members was involved in.

   There was a discussion about the relative merits of remaining a Board-appointed, and thus, Brown Act-compliant group, or if the members could meet more informally to discuss and collaborate on implementing the vision plan's recommendations. The group discussed various topics pertaining to the Brown Act's applications to subcommittee work, before expressing a general interest in keeping the group as an official Board advisory committee for the time being.

During public comment, Ralph Mendershausen asked to be included in the meeting packet distributions, and requested that the subcommittees try to provide written reports as often as possible. He also indicated a willingness to support subcommittee work as a member of the public, especially regarding Action 8.1.

4. **PUBLIC COMMENT:**
   Goralnik shared that, in October, there would be a site visit with resources specialists at the Stanislaus National Forest, county staff, and other stakeholders to investigate specific topics of interest for USFS environmental compliance needs.

   Jeff Jenkins and Tara Fouch-Moore indicated they would not be able to attend the scheduled October meeting.

5. **ADJOURN:** The meeting adjourned the meeting at 1:27 PM.

Minutes Prepared by: Mikey Goralnik

MIDPINES PLANNING ADVISORY COMMITTEE

MEETING MINUTES FINAL

DATE: **WEDNESDAY, December 13, 2023**
TIME: **6:00 P.M. – 8:00 P.M.**
LOCATION: **Midpines Community Center**
Midpines Park, 6364 Highway 140
Midpines, CA 95345

1. Roll Call

   Seeing a quorum, the regular meeting of the Midpines Planning Advisory Committee (MPAC) was called to order by Chair Francisco at 6:03 PM.

   Present: *Gary Francisco, Caroline McGrath, Heather Huppe, Eileen Collins, Candy O'Donel-Browne, Rosemarie Smallcombe (Supervisor), Charles Lammers, Adam Ferguson, Art Baggett (Planning Commissioner)*
   Excused: *Nancy Parke, Angela Heiss*
   Staff: *Polina Pivak, Steve Engfer, Sarah Hughes, Sophea Craighead*
   Guests: *Aaron Hazlewood, Don Fox, Lisa Edelheit, Paul Beisner, Liam Keeton, Janette Gamble, Cindy Johnson*

2. Approval of Minutes:
   a. Meeting of November 8, 2023

      By a unanimous vote, the MPAC approved a motion by Collins, with a second by McGrath, to accept the minutes with corrections.

      Abstained: Charles Lammers and Adam Ferguson.

      Chair Francisco directed staff to make the following corrections:
      Pg 2, Item #3, Public Comments, correct the spelling of Al's last name should be Abbott and not Hammond.
      Ensure that the names of those who made motions and seconds are correct.

3. Public comments *None*

4. Committee Business
   a. Approve 2024 MPAC Meeting Dates

      By a unanimous vote, the MPAC approved a motion by O'Donel-Browne, with a second by Ferguson, to accept the 2024 MPAC Meeting Dates.

5. Conduct an Engagement Workshop on the Midpines Draft Community Plan
   a. Welcome and Introductions

      i. Chair, Gary Francisco, provided a brief overview of the MPAC's purpose, policy, and procedures and introduced the committee and Planning Staff.

b. Overview of Workshop

   i. *Francisco provided a brief history of how the draft plan was created and the changes in contributors during the draft plan process.*

c. Staff Presentation

   i. *Francisco introduced Planning Director, Steve Engfer, and Planner II, Polina Pivak, who presented the draft plan along with a PowerPoint presentation explaining the proposed land use in the Midpines planning area.*

d. Feedback and Discussion:

   i. *Discussion was had between Planning Staff, MPAC, and guests regarding when the general plan will be updated and what is the process once it has been updated, the differences between zoning and land use, Title 17, and Scenic Highway Overlay.*

   ii. *Pivak shared that MPAC will meet in January 2024 to review the public's feedback and discuss if there will be any changes to the general plan and noted that the public comment has not been closed. The public can still provide their feedback via the online survey, hard copy forms, email, etc. and would like to have all public feedback received by the end of the month.*

   iii. *Chair Francisco expressed how important it is to receive the public's feedback prior to going to the Public Hearing and the importance of having the community plan in place for keeping the community character – rural, low-density community, land use and zoning.*

e. Adjourn Workshop
   i. *The workshop adjourned at 7:40 P.M. by Chair Francisco.*

6. Future agenda items
   - *Election of Officers*
   - *Review/discuss the public's feedback on draft Community Plan*
   - *Keep Existing Updates and Activity Reports*

7. Adjourn

There being no further business, the MPAC meeting was adjourned at 7:43 P.M. by Chair Francisco.

Respectfully Submitted,

Sophea Craighead
Office Technician

Mariposa County

http://www.mariposacounty.org/

The Planning Department

JEANETTA PHILLIPS	**CHAIR**
JACOB HAWLEY	**VICE-CHAIR**
KATHLEEN LEAVITT	**COMMISSIONER**
LETHA GOGER	**COMMISSIONER**
JAZZMYN GEGERE	**COMMISSIONER**
CLAY RIVER	**COMMISSIONER**
RICHARD WESTFALL	**COMMISSIONER**

HISTORIC SITES AND RECORDS PRESERVATION COMMISSION

FINAL MEETING MINUTES (Approved 2/12/24)

JANUARY 8, 2024

TIME: 10:00 A.M.
LOCATION: GOVERNMENT CENTER UPPER FLOOR
BOARD OF SUPERVISORS CHAMBERS
5100 BULLION STREET, MARIPOSA

Members of the public who wish to participate in the meeting are invited to do so by submitting written comments (instructions follow) or by attending the meeting in person. Planning Advisory Committee written commenting processes are as follows

WRITTEN COMMENTS: Written comments may be submitted via U.S. Postal Service, email or may be dropped off at the Planning Department. In your written communication please note in the subject line which Planning Advisory Committee you are commenting to and indicate which "PUBLIC COMMENT ITEM #" (insert the item number relevant to your comment) or "PUBLIC COMMENT NON- AGENDA ITEM" that you are commenting on.

1) Mail • Send written communication to:

Mariposa County Planning Department
PO Box 2039
Mariposa CA 95338

2) Email • Send an email to the planningdept@mariposacounty.org
3) Drop Off:• Written communication can be dropped off at:

Mariposa County Planning Department
5100 Bullion Street, 1st Floor
Mariposa, CA 95338

No matter which of these formats you choose to use for written communication (Mail, Email or Drop Off) please know that in order to ensure distribution to the committee prior to their consideration of the agenda, and in order for your written comments to be placed into the record it must be received no later than 8:00 a.m. on the day of the meeting.

Persons who, due to a disability, need assistance or special accommodations in order to participate in this meeting should, as soon as possible prior to the meeting, contact the Planning Department at (209) 966-5151 or email planningdept@mariposacounty.org to request special accommodations for persons with disabilities.

In compliance with the American Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board

1. Call to Order and Roll Call

Seeing a quorum, the regular meeting of the Historic Sites and Records Preservation Commission (HSRPC) was called to order by Chair Phillips at 10:03 a.m.

Present: Jeanetta Phillips, Jazzmyn Gegere, Jacob Hawley, Letha Goger,
Clay River, Kathleen Leavitt
Excused: Richard Westfall
Staff: Polina Pivak, Sophea Craighead
Guests: Jackie Baxton, Ava Burns

2. Approval of Minutes

a. **Meeting of November 13, 2023**

By a unanimous vote, the HSRPC approved the minutes of the November 13th, 2023, meeting with a motion by Hawley, and a second by River.

3. Public Comment on Non-Agenda Items

Pivak presented a public comment from Pete Judy that was received on 1/6/2024 regarding the deterioration, including a lack of action to replace the windows, of the County Probation building, also known as the Lind House, which is a Designated Historic Structure within the Mariposa Town Planning Area.

Hawley recommended reaching out to Mr. Judy to provide information regarding the Design Review that was previously approved for the structure, as well as HSRPC's limited scope of power.

Phillips agreed that there is not much HSRPC can do regarding a lack of funds to remodel the structure.

By a unanimous vote, the HSRPC approved a motion by Hawley, with a second by Leavitt, to direct staff to respond to Mr. Judy with additional information, bring the public comment to the attention of Board of Supervisors, and request information regarding potential funding of building renovations.

4. Review and Recommend for Action

a. **Design Review Application No. 2023-132:** Recommendation to the Planning Director on Public Art Located at 10313 Park Ln, Coulterville (APN 002-040-002); Mariposa County, Applicant.

Pivak gave a presentation.

Hawley asked if the project proponents are conducting public outreach. Pivak affirmed.

By a unanimous vote, the HSRPC approved a motion by Hawley, and a second by Goger, to approve the project as presented.

Baxton provided more information on the artwork and dates of when the art piece will get installed.

b. **Historic Design Review Application No. 2023-159:** Recommendation to the Planning Director on Signage Located at 5009 5th St. Unit #2, Mariposa (APN 013-186-015); Ryan

Madaus, Applicant.

Pivak gave a presentation.

Discussion was had regarding the color of the business sign, which will be constructed of hand-carved wood and held with metal brackets. Sign design includes half dome and cinnamon rolls.

HSRPC asked whether the sign will be sticking out or flat against the building. Pivak stated the sign will be sticking out and facing Highway 140.

By a unanimous vote, the HSRPC approved a motion by Leavitt, and a second by Hawley, to approve the project as presented.

5. Committee Business

a. Approve 2024 Meeting Dates

By a unanimous vote, the HSRPC approved a motion by Hawley, and a second by Leavitt, to approve the 2024 meeting dates with an amendment to change the proposed July 8th meeting date to July 15th.

b. Election of Officers

Election was tabled until the next meeting to ensure that all Commission members are present for the vote.

c. Preparation of 2023 Annual Report of Commission Activity to Board of Supervisors

Pivak introduced the item and stated that the report is due by April 1st and shared with the commission what areas she had completed. Pivak requested HSRPC input on the report and recommended that either the chair or an ad-hoc committee help complete the report.

Leavitt affirmed Pivak's recommendation. Goger recommended that the HSRPC draft work plan be included in the final annual report within Section D: "Goals and Objectives for the next year."

By a unanimous vote, the HSRPC approved a motion by Leavitt, and a second by Goger, to direct the work plan ad-hoc committee to complete the preparation of the 2023 annual report to the Board of Supervisors.

d. Discussion and Possible Action on the National Alliance of Preservation Commissions' Code of Ethics

Pivak introduced the item.
Goger expressed her support for the document so that the public knows what to expect from the HSRPC. Goger provided an addition that guides public participation in HSRPC meetings and recommended the removal of the last sentence; "failure to abide by this agreed upon HSRPC Code of Conduct may result in a request for you to leave the meeting."

Phillips asked how the public will know these rules. Goger recommended a presentation slide for every meeting. Pivak stated that this may be difficult to implement but this Code of Ethics will be made available via the agenda packet and website, in addition to reminders at

meetings where there is public participation.

By a unanimous vote, the HSRPC approved a motion by River, and a second by Leavitt, to adopt the National Alliance of Preservation Commissions' Code of Ethics with the amended addition from Letha Goger.

e. Ad-Hoc Committee Updates

I. Gold Rush Design Review Guidelines -
Pivak provided an update to the commission: the Southern Sierra Miwuk Nation gave their approval on the document at the January 4, 2024 meeting and there will be an action item at the next meeting to approve the draft and present to the Board of Supervisors for their approval.

II. CLG –
Pivak gave an update: the ad-hoc committee still needs to meet to complete their discussion and recommendations to the rest of the Commission.

III. HSRPC Work Plan –
Pivak gave an update and presented the draft document. Goger recommended changing Objective 4's timeline to be medium- to long-term.

Pivak stated there will be an action item to approve the work plan at the next meeting and present to the Board of Supervisors.

6. Informational Items

a. American Association for State and Local History Toolkit for Communicators

Pivak summarized the key items in the packet with regards to new and different ways to communicate historical topics professionally and respectfully.

Leavitt stated the provided information is helpful, but there is some bias against the community that may not be as knowledgeable. Pivak agreed and pointed to the helpful parts of the document regarding pivoting the conversation away from personal opinions, revisionist history, and the idea that racism is over.

7. Future Agenda Items

The HSRPC directed staff to include the following items on the next agenda:

- Election of officers
- Action items for Gold Rush Design Review Guidelines and HSRPC Work Plan.

8. Adjournment

There being no further business, Chair Phillips adjourned the meeting at 11:03 a.m.

Respectfully submitted,

Polina Pivak, Planner II, and Sophea Craighead, Office Assistant

Mariposa County

The Planning Department
http://www.mariposacounty.org/

JEANETTA PHILLIPS	**CHAIR**
JACOB HAWLEY	**VICE-CHAIR**
KATHLEEN LEAVITT	**COMMISSIONER**
LETHA GOGER	**COMMISSIONER**
JAZZMYN GEGERE	**COMMISSIONER**
CLAY RIVER	**COMMISSIONER**
RICHARD WESTFALL	**COMMISSIONER**

HISTORIC SITES AND RECORDS PRESERVATION COMMISSION
ACTION SUMMARY MINUTES *FINAL*

(Approved 3/11/24)

FEBRUARY 12, 2024

1. Call to Order and Roll Call

Seeing a quorum, the regular meeting of the Historic Sites and Records Preservation Commission (HSRPC) was called to order by Chair Phillips at 10:00 a.m.

Chair Phillips, then announced that the HSRPC meetings are now open to the public via Teams call-in option. Pivak clarified that Commissioners are not allowed to formally participate in the meeting via Teams and must be present to qualify for quorum and to vote.

Commission Members in attendance: Rich Westfall, Jazzmyn Gegere, Letha Goger, Jacob Hawley, Kathleen Leavitt, Janetta Phillips
Commission Members Excused: Clay River
Planning Staff: Polina Pivak, Planer II, Sophea Craighead, Office Technician
Public: Pete Judy, Matt Hespenheide

2. Approval of Minutes

a. Meeting of January 11, 2024

By a unanimous vote, the HSRPC approved the minutes of the January 11, 2024, meeting with a motion by Goger, and a second by Hawley.

3. Public Comment on Non-Agenda Items

There was no public comment.

4. Review and Recommend for Action

a. **Discussion and Direction on Public Comment from Pete Judy regarding Lind House (5089 Bullion St; APN 013-127-013) with Matt Hespenheide, County Engineer**

Chair Phillips opened the item. Pivak shared that the Lind House was previously discussed at the January 8, 2024, meeting; however, she was unable to formally present the HSRPC recommendation to the Board as the item was not listed on the agenda as an action item. Pivak then introduced Mike Hespenheide, Public Works to participate in the discussion and provide an update to the Commission.

Discussion was held regarding the timeline and cost of the project, windows, and paint. Goger asked Pete Judy, Retired Chief Probation Officer, Mariposa, CA., if the plan he is hearing from Public Works is addressing his concerns for the building. Judy responded with a brief history of his association with the Lind House and expressed his concerns with regards to the windows and paint due to the delay in not addressing the paint years ago.

Hawley is in favor of moving forward with the plans provided by Public Works and suggested for Staff to provide the Commission with an update as the project progresses. By a unanimous vote the HSRPC approved for Staff to provide an update on the Lind House with a motion by Hawley, and a seconded by Leavitt.

5. Committee Business

a. Election of Officers

Chair Phillips opened the item and nominated Hawley for the Chair position. Hawley accepted the nomination. By a unanimous vote, the HSRPC approved a motion to elect Hawley as the new Chair for HSRPC.

Chair Philips opened the nominations for the Vice-Chair position. Hawley nominated Philips. Phillips accepted the nomination. By a unanimous vote, the HSRPC approved a motion to elect Phillips as the new Vice-Chair for HSRPC.

Chair Philips opened the nominations for the Secretary position. Gegere nominated Goger and Goger declined the nomination. Hawley nominated Westfall and Westfall accepted the nomination. By a unanimous vote, the HSRPC approved a motion to elect Westfall as the new Secretary.

b. Approve Final 2023 Annual Report of Commission Activity to Board of Supervisors

Chair Phillips opened the item for review. Pivak briefly went over the changes regarding the Work Plan Ad Hoc. Phills approved the changes and was in favor of the final version. Goger commented that the Ad Hoc Committee's decision of what to add or remove was based on the foundational items that the Committee could work on next year to take the steps to move forward with each of the objectives. By a unanimous vote, The HSRPC approved the Final 2023 Annual Report of Commission Activity with a motion by Leavitt, and a second by Goger.

c. Ad-Hoc Committee Updates

I. **Gold Rush Design Review Guidelines**

- **Consider Final Draft of Gold Rush Design Review Guidelines prepared by the Ad-Hoc Committee and take action for HSRPC**

Recommendation to the Board of Supervisors

Pivak shared that at the last meeting there was not an action item to approve the project and recommendation for the Board approval. By a unanimous vote, the HSRPC approved the Final Draft of Gold Rush Design Review Guidelines with a motion by Hawley, and a second by Leavitt.

II. Certified Local Government (CLG):

Pivak stated that there isn't an update on this item as they were supposed to meet today, but meeting has been postponed, due to River being absent.

Goger requested an update on this item. Pivak shared that they have met to discuss the pros and cons and she was directed to put together a work plan to detail everything that is required to qualify and apply for the program. The next meeting will be the discussion of the work plan and the Ad Hoc will be bringing their recommendations on whether to move forward and what the steps should look like.

III. HSRPC Work Plan

- Consider Final Draft of Work Plan prepared by the Ad-Hoc Committee and take action for HSRPC Recommendation to the Board of Supervisors

By a unanimous vote, the HSRPC approved the HSRPC Work Plan with corrections for recommendation to the Board of Supervisors with a motion by Leavitt and second by Goger.

Informational Items

a. Section 106 Citizen's Guide (National Historic Preservation Act (NHPA) of 1966, as amended, [16 USC 470, 36 CFR § 800])

Pivak explained Section 106 requirements and applicability. CEQA is the local and state process for review of any potential impact on cultural resources, while Section 106 is related only to federal projects. Goger mentioned that the National Alliance for Historic Preservation Commissions has a monthly webinar series with explanations on the environmental consultation regarding cultural resources.

6. Future Agenda Items

The HSRPC directed staff to include the following items on the next agenda:

- Discussion on next steps to implement work plan
- Staff update on HSRPC historic resources database creation
- Presentation from Janet Chase-Williams on digitization of historic records at the Mariposa Museum and History Center

7. Adjournment

There being no further business, the meeting of the HSRPC was adjourned by Chair Phillips at 10:41 AM.

Minutes Submitted by,

Sophea Craighead, Administrative Assistant

MIDPINES PLANNING ADVISORY COMMITTEE

MEETING MINUTES *FINAL*

DATE: **WEDNESDAY, February 14, 2024**
TIME: **6:00 P.M. – 8:00 P.M.**
LOCATION: **Midpines Community Center**
Midpines Park, 6364 Highway 140
Midpines, CA 95345

1. Roll Call
   Seeing a quorum, the regular meeting of the Midpines Planning Advisory Committee (MPAC) was called to order by Chair Francisco at 6:03 PM.
   Present: Gary Francisco, Heather Huppe, Eileen Collins, Caroline McGrath (Arrived @ 6:05 PM), Charles Lammers, Adam Ferguson, Nancy Parke, Angela Heiss, Candy O'Donel-Browne (Arrived @ 6:08 PM)
   Excused: Rosemarie Smallcombe (Supervisor), Art Baggett (Planning Commissioner)
   Staff: Polina Pivak, Hannah Harrison, Steve Engfer
   Guests: Ava Burns, Jeanette Gamble

2. Approval of Minutes:
   a. Meeting of December 13, 2023

   By a unanimous vote, the MPAC approved a motion by Collins, with a second by Lammers, to accept the minutes with corrections.

   Note: Heiss and Parke were unable to vote on the minutes, because they were not present at the December 13th meeting.

3. Public comments

   No Comment

4. Review and Recommend on Working Lands, Working Artist Phase 2 Project Proposals
   i. *Discussion began with the panels in the bus shuttle stop. Francisco thought the location was good but was concerned with vandalism. Burns said there was no way to make public art immune to vandalism, but these pieces will be durable and are removable if they need to be repaired. Francisco suggested using plexiglass to shield panels. Lammers added that would be easier to replace the plexiglass than to replace the panels. MPAC has consensus and approves the panels at the bus stop with the suggestion of using plexiglass to protect the panel.*
   ii. *Discussion moves to the panels on the community hall doors. McGrath was concerned the location was too far away from the bus stop and where people gather. Lammers questioned the size of the panels and if they would fit with the lock and handle. Francisco was concerned because the doors are often used as a bulletin board. MPAC discussed the usefulness of having art like this that could act as wayfinding signage and expanding art in the Midpines Park in the future. MPAC has consensus and approves the panels on the community hall.*
   iii. *Discussion moves to the sculpture. Burns presented a map of Midpines Park with two possible locations for the statue. Lammers prefers the raised location closer to the fire department. Collins agrees and adds that it will cause people to walk around and see the panels on the community hall. Francisco was concerned about the location being too close to the playground and suggested closer*

to the flagpole. Lammers suggested scooting it further away from the playset and using inexpensive solar lighting. Lammers was concerned that the flagpole location would be too exposed. Francisco suggested placing it to the left side of the flagpole island. MPAC has consensus and approves the design of the sculpture. Lammers makes a motion to approve the raised location by the fire station (the bright X on the map) seconded by Ferguson. Committee approves location unanimously.

5. Committee Business
    a. Election of Officers
        i. Chair

Lammers nominates Francisco. Heiss seconds. Francisco accepts. Vote is unanimous.

        ii. Vice-Chair

Ferguson nominates Huppe. Heiss seconds. Huppe accepts. Vote is unanimous.

        iii. Secretary

Lammers nominates that the Planning Department continue with secretarial duties. Collins seconds. Vote is unanimous.

    b. Preparation of Annual Report

Pivak asked for assistance on sections C, D, & E of the Annual Report and for the committee to review it on their own time. The committee identified some issues impacting committee effectiveness (section C). Committee identified some goals for Midpines for the next year (section D). Pivak will add amendments and will add it as an action item to the next meeting's agenda to approve the Annual Report.

    c. Community Plan
        i. Discuss 12/13/2023 Workshop and Public Comment Received
            1. Consider any potential edits to the Plan due to comments.

Francisco begins discussion on public comments. McGrath raised concerns that the Octagon location does not seem suitable for much development due to topography and traffic concerns. The committee unanimously denies considering rezoning Octagon parcel. The committee begins discussion again, and Francisco says that the issue is with land use and density due to Midpines rural character and the scenic highway overlay. The main concern from committee is that approving the rezone will increase density. The committee rescinds denial. Lammer makes a motion to direct staff to obtain more information about the rezoning request, because the description is too broad, McGrath seconds. Motion is approved unanimously.

The committee raised concerns over the location of the open watershed overlay on the public comment parcels near Whitlock and Highway 140. Francisco points out that the watershed overlay exists to protect the rural character of the town, and Huppe adds that it also protects the community's watershed. The committee unanimously denies considering rezoning of this parcel.

        ii. Discuss and Vote on Next Step in Engagement Process
            1. Hold Another Workshop or Direct Staff to Finalize Community Plan and CEQA Document (inclusive of any edits per preceding agenda item) and to Begin Adoption Process

Francisco points out that since the committee is reviewing public comments that would revise the plan, the adoption process cannot begin. Ferguson adds that the workshops are no longer necessary because they have had enough. The committee decides to not hold another workshop. Collins suggests adding Open Watershed Overlay and Scenic highway Overlay to the map in the Community Plan.

6. Updates and Activity Reports
    a. Muir Lodge Site –Status Update

None

    b. Oak Fire – Update, Evacuation Routes and Lessons Learned Discussion
        i. Review and Discuss Oak Fire Recommendations Letter Responses

Committee discussed letter from Public Works Director Hansen. Lammers requested more signage for evacuation routes and wants to hear more from the Director on what is proposed for signage. Engfer stated that he would check with Hansen regarding this item.

    c. KOA/Terramor Status Update

None

    d. Whispering Pines/Bear Creek Cabins Update

None

    e. Oak Road Bridge Project Update

Parke reports that Cal Trans will not have funding available for the project until after FY 27/28.

    f. CALTRANS Project/Study Update

Waiting for update from Smallcombe

    g. Ferguson Update

Waiting for update from Smallcombe

    h. Planning Commissioner Update

None

    i. Supervisor Updates

None

7. Future agenda items

- *Clarification from Fischers on Octagon Parcel*
- *Approve 2023 Annual Report*
- *Existing agenda items (project updates and activity reports)*

8. Adjourn

The meeting adjourned at 8:49 P.M. by Chair Francisco.

Minutes Submitted by,

Hannah Harrison, Community Design and Development Planner

In-Home Supportive Services

Public Authority Advisory Committee

of Mariposa County

Post Office Box 99

Mariposa, CA 95338

(209) 966-2000

MINUTES

Monday, June 10th, 2024

Meeting Cancelled Due to Lack of Quorum

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: June 18, 2024

TO: The Board of Supervisors

FROM: Danielle Bondshu, Clerk of the Board

RE: Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in May of 2024

RECOMMENDATION AND JUSTIFICATION

Receive the List of Agreements Entered into by the Mariposa County Department Heads (Assistant Purchasing Agents) Pursuant to County Code Chapter 3.08 Entered Into, Received and Processed in May of 2024.

Per Resolution 05-400, the Board is to receive a monthly informational item with a synopsis of agreements entered into for that particular month.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board receives a synopsis of Department Head Executed Agreements each month.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Board will be unaware of the contracts that the Department Heads have authorized as Assistant Purchasing Agents.

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **Department Head Approved Agreements 6-18-24**

Department Head Approved Agrement

Board Agenda Item for June 18, 2024

Contractor	Amount	Term	Service	Department
TRI Air Testing Inc.	$2,500	5-20-24 to 5-19-25	Air and Gas Sample Testing	Fire
Garrett LLP	$3,475	3-20-24 to 3-20-24	Training	HHSA
Jerry Dewayne Jones	$7,250	5-27-24 to 6-30-24	Training	HHSA
Mountain Fitness	$20,000	7-1-24 to 6-30-25	Training - Silver Sneakers	HHSA
Scott's Cleaning Services	$13,800	5-2-24 to 5-30-24	Cleaning Services	HHSA
Scott's Cleaning Services	$6,900	5-2-24 to 5-3-24	Cleaning, Frank Wilson Encampment	HHSA
Scott's Cleaning Services	$3,000	5-22-24 to 5-30-24	Cleaning	HHSA
Scott's Cleaning Services	$370	5-10-24 to 5-10-24	Cleaning-5119A Jones Street	HHSA
Interpreting Services of Central California	$375	5-01-24 to 6-30-24	ASL Interpreting	Library
ACTenviro	$12,980	5-1-24 to 6-30-24	Household Hazardous Waste Locker Clean-out	PW
Barry's Drywall	$14,845	3-4-24 to 5-30-24	First Amendment (Compensation) Public Works Remodel	PW
Infinity Home Services Inc.	$13,588	5-13-24 to 6-30-24	Public Works Cameras	PW
Mariposa Alarm and Video	$2,616	3-1-24 to 4-5-24	McCay Hall Cameras	PW
Mariposa Alarm and Video	$1,537	5-4-24 to 6-30-24	McCay Hall Internet Network	PW
Patton Sheet Metal Works Inc	$3,595	5-1-24 to 6-30-24	Vault Humidifier	PW
R. Hambleton Electric	$2,925	5-20-24 to 6-30-24	Appraiser Lights	PW
R. Hambleton Electric	$2,850	5-20-24 to 6-30-24	Assessor Recorder Lighting	PW

R. Hambleton Electric	$1,850	5-20-24 to 6-30-24	Hall of Records Hallway Lights	PW
RDO Equipment Co.	$5,437	7-1-24 to 6-30-24	Landfill Machine Control	PW
S&S Electric	$373	4-10-24 to 6-10-24	Woodland Tanks	PW
Mariposa Alarm and Video	$2,981	5-4-24 to 6-30-24	Midpines Camera	PW
CPS HR	$10,000	2-1-24 to 1-31-25	Test Rental	SO
Gold Coast K9	$12,084	3-1-24 to 6-30-24	K9 Training Services	SO
The CrisCom Company	$20,000	6-1-24 to 5-31-25	Grant Writing	SO
SGI Avalon	$20,000	3-12-24 to 6-30-25	Inmate Transport Services	SO
Accurate Poly Coating, Inc	$11,005	5-1-24 to 6-30-25	Poly Coating Services	SO
APA= Assistant Purchasing Agent (Department Head)				

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-249

MEETING: June 18, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve First Amendment to Agreement with MySidewalk, Inc for SaaS, Software as a Service to Extend the Term by One Year, from April 16, 2026 to April 15, 2027 in the Amount of $22,657.50 for Three Years for a New Amount Not to Exceed $78,697.50; and Authorize the Board of Supervisors Chair to Sign the Amendment

---

RECOMMENDATION AND JUSTIFICATION

Approve First Amendment to Agreement with MySidewalk, Inc for SaaS, Software as a Service to Extend the Term by One Year, from April 16, 2026 to April 15, 2027 in the Amount of $22,657.50 for Three Years for a New Amount Not to Exceed $78,697.50; and Authorize the Board of Supervisors Chair to Sign the Amendment.

BACKGROUND AND HISTORY OF BOARD ACTIONS

There is an existing agreement in place with mySidewalk, Inc. for a two-year term from April 16, 2024 to April 15, 2026 in the amount of $56,040 for SaaS, Software as a Service within the Future of Public Health (FoPH) Grant Budget for Fiscal Year 23/24. This existing agreement was signed by the CAO on 4/16/2024.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If proposed agreement amendment is denied, there will be no ability to utilize visualization and insight tools for purposes of the Mariposa County Community Health Improvement Plan dashboard.

FINANCIAL IMPACT

There is no impact to the General Fund. The proposed agreement amendment will be funded through a prior approved grant, Future of Public Health (FOPH) which was approved via Resolution #2024-178.

ATTACHMENTS

1. **MySidewalk Agreement signed 4.16.2024**
2. **Mariposa County Health Department -Updated 3 Year Adjusted Agreement_ (002)**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District II Supervisor Shannon Poe

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

DocuSign Envelope ID: 6C756540-B6C3-4FBC-8AB6-EA1DAB73AC7E

AGREEMENT ROUTING SHEET

To: *Tracy Gauthier or Katherine Slenders* **Dept.:** *Clerk of the Board* **Date:** April 15, 2024

From: ContractsHHSA BA **Agreement with:** mySidewalk, Inc. Dba; mySidewalk

Section 1: TYPE OF PROCESSING REQUESTED: *(Complete all Section 1 fields.)*

1) Is this a digital signature request? **Yes** ■ **No** ☐ *(If No, please provide two original copies signed by the vendor.)*

2) Is this the standard County Agreement Form? **Yes** ☐ **No** ■ *If No, please answer the following question:*

a. Has this non-standard agreement been vetted by County Counsel? **Yes** ■ **No** ☐
(If Yes, provide approval to COB via email. If No, see the instructions below.
Non-standard agreements will NOT be processed without County Counsel's approval.)

3) Is the Certificate of Insurance attached? **Yes** ■ **No** ☐ *If No, **DO NOT** submit until COI is received and attached.*

Section 2: VENDOR AND AGREEMENT TYPE *(Complete all Section 2 fields.)*

Vendor Signator & Title: Stephen Hardy, CEO
(Name of person signing the agreement and their title)

Vendor Email: shardy@mysidewalk.com
(Email of signee)

For: SaaS - Software as a Service
(Provide a brief description of the service provided or product purchased, i.e. "Police service dog training," "Annual Senior Health Fair," etc.)

Term: Signing - 2 years
(Enter beginning "to" end. 3 years or less for DH or CAO agreements.)

Is this an Amendment to an Agreement? **Yes** ☐ **No** ■
(If Yes, attach copies of all prior amendments, *AS WELL AS THE INITIAL AGREEMENT*.)
Total amendments cannot extend the term beyond five years.

Is this an Agreement for goods, supplies, or services? **Yes** ■ **No** ☐
(If Yes, attach copies of the required competitive solicitations per the Purchasing Policy.)
<$3,000 – No solicitation required; ***$3,000-$9,999*** – Informal solicitation, two quotes; ***$10,000-$60,000*** - Informal solicitation, three or more quotes
DO NOT submit the agreement without the solicitations attached if required.

Section 3: PURCHASING AUTHORIZATION *(Complete the appropriate Section 3 field.)*

☐ **BOARD ACTION** M/Traq ID # or Res No.: _____ Scheduled Date: _____

■ **PURCHASING CODE (CAO or Department Heads - County Code Chapter 3.08):**

☐ $_____ **DEPARTMENT HEADS, <= $20,000 (**MCC Section 3.08.050):
(May not purchase or lease real property or storage space without the Purchasing Agent's approval.)

■ $ 56,040 **CAO as Purchasing Agent, <= $60,000** (MCC Section 3.08.090):
(Amount limited to what is budgeted.)

☐ **INDEMNIFICATION AGREEMENTS (Res. 05-117 and 04-346)** $_____

The below fall under the Signature Authority Policy and/or the Purchasing Policy

☐ **INTERDEPARTMENTAL AGREEMENTS** $ _____

☐ **MEMORANDUM OF UNDERSTANDING (MOU)** *No Cost* $ _____

☐ **CODE COMPLIANCE AGREEMENT** $ _____

☐ **SOFTWARE AS A SERVICE or OTHER SUBSCRIPTIONS or LICENSES** $ _____

***See next page for submitting instructions**

DS AR

Digital Signatures Authorized (Res. 20-456): 08-11-2020; Signature Authority Policy (Res. 22-116): 02-15-22;
Purchasing Policy Authorized (Res.22-462): 08-16-2022
Form Revision Date: 10-16-23

DocuSign Envelope ID: 6C756540-B6C3-4FBC-8AB6-EA1DAB73AC7E

mySidewalk

Mariposa County Health Department

Builder Professional

Quote created: March 25, 2024 Reference: 20240325-122551495

Mariposa County Health Department
5100 Bullion St
Mariposa, California 95338

Lynn Rumfelt
lrumfelt@mariposacounty.org
2097420821

Kim Ballard
kballard@mariposacounty.org
(209)347-9648

Comments

5% discount applied for 2 year agreement.

Free user incentive expires at the end of March.

Dan Reynolds - "VP of Sales" mySidewalk

Products & Services

Product	Quantity	Unit Price	Billing Frequency	Total
Seek Platform Subscription A subscription to mySidewalk's data exploration and analysis tools.	1 x ~~$1,500.00 / year~~ after 5% discount **$1,425.00 / year** for 2 years	$1,500.00 / year	Annually	$1,425.00 / year after 5% discount for 2 years

DocuSign Envelope ID: 6C756540-B6C3-4FBC-8AB6-EA1DAB73AC7E

Product	Quantity	Unit Price	Billing Frequency	Total
Chart User License Subscription User license subscriptions for mySidewalk's visualization and insights tools.	4 x ~~$1,000.00 / year~~ after 5% discount **$3,800.00 / year** for 2 years	$1,000.00 / year	Annually	$3,800.00 / year after 5% discount for 2 years
Chart Platform Subscription A subscription to mySidewalk's visualization and insights tools.	1 x ~~$5,350.00 / year~~ after 5% discount **$5,082.50 / year** for 2 years	$5,350.00 / year	Annually	$5,082.50 / year after 5% discount for 2 years
Community Health Improvement Plan Dashboard Template A Subscription to mySidewalk's Community Health Improvement Plan dashboard template.	1 x ~~$8,000.00 / year~~ after 5% discount **$7,600.00 / year** for 2 years	$8,000.00 / year	Annually	$7,600.00 / year after 5% discount for 2 years
Community Health Assessment Dashboard Template A Subscription mySidewalk's Community Health Assessment dashboard template.	1 x ~~$5,000.00 / year~~ after 5% discount **$4,750.00 / year** for 2 years	$5,000.00 / year	Annually	$4,750.00 / year after 5% discount for 2 years
Chart User License Subscription User license subscriptions for mySidewalk's visualization and insights tools.	1 x ~~$1,000.00 / year~~ after 100% discount **$0.00 / year** for 1 year	$1,000.00 / year	Annually	$0.00 / year after 100% discount for 1 year
Account Service Hours Account services for additional training, dashboard and storytelling services, or other professional services.	30 x $282.50 for 2 years	$282.50		$8,475.00 for 2 years

DocuSign Envelope ID: 6C756540-B6C3-4FBC-8AB6-EA1DAB73AC7E

Product	Quantity	Unit Price	Billing Frequency	Total
Setup Fee Account provisioning, initial onboarding and training.	1 x $2,250.00 for 2 years	$2,250.00		$2,250.00 for 2 years

Annual subtotal $22,657.50

after $2,192.50 discount

One-time subtotal $10,725.00

Total $33,382.50

Signature

DocuSigned by:
2E01D0C6E7564A5...

4/16/2024 | 9:53 AM PDT

Signature — Date

Dallin J. Kimble

Printed name

Approved as to Legal Form:

DocuSigned by:
F6A416F06B394BF...

4/16/2024 | 9:39 AM PDT

County Counsel, Mariposa County — Date

Steven W. Dahlem

Printed name

This quote expires on March 31, 2024

DocuSign Envelope ID: 6C756540-B6C3-4FBC-8AB6-EA1DAB73AC7E

Purchase terms

Upon execution, the Customer will be invoiced for the two year total contract value ($56,040), due Net 30.

Your Subscription Term will automatically renew for the period indicated in this agreement. Unless otherwise specified in your Order, to prevent renewal of your subscription, you or we must give written notice of non-renewal, and this written notice must be received before the next renewal period begins.

Click here view the mySidewalk Software-as-a-Service Terms of Use

Questions? Contact me

Dan Reynolds
"VP of Sales"
dreynolds@mysidewalk.com
+17202310256

mySidewalk
1911 Baltimore Ave
Kansas City Missouri 64108

DocuSign Envelope ID: 6C756540-B6C3-4FBC-8AB6-EA1DAB73AC7E

EXHIBIT B

SERVICE LEVEL AGREEMENT

1. Definitions
    1. "Downtime" means any time that the Subscription Services are not available for access.

2. Uptime Percentage. Company's web platform will be operational and available to User at least 99.5% of the time in any calendar month (the "**Company Application SLA**"). If Company does not meet the Company Application SLA, User will be eligible to receive the Service Credits described below:

3. **Uptime Percentage**	**Service Credit (Days)**
< 99.5% - >= 99.0%	3
< 99.0% - >= 95.0%	7
< 95.0%	15

4. Service Credit Request. In order to receive any of the Service Credits described above, User must notify Company within thirty (30) days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit. The Service Credits are Company's sole and exclusion obligation and the Customer's sole and exclusive remedy for any Downtime.
5. Maximum Service Credit. The aggregate maximum number of Service Credits to be issued by Company to User for all Downtime that occurs in a single calendar month shall not exceed fifteen days of Services added to the end of User's term for access to such Services (or the value of 15 days of service in the form of a monetary credit to a monthly-billing User's account). Service Credits may not be exchanged for, or converted to, monetary amounts.
6. Application SLA Exclusions. The Company Application SLA does not apply to any services that expressly exclude this Company Application SLA or any performance issues, including: (i) Downtime caused by factors described in **Section 11.5** (Force Majeure); or (ii) Downtime that resulted from User's equipment or third party equipment, or both (not within the primary control of Company).
7. Backup, Archiving and Recovery Services. Company will perform regular backups of Customer Data, and provide routine and emergency recovery of Customer Data from its archives. The backup schedule shall include at least weekly full backups and daily incremental backups. In the event of loss or corruption of Customer Data, Company will use reasonable commercial efforts to restore such Customer Data based on its most recent backup.

DocuSign Envelope ID: 6C756540-B6C3-4FBC-8AB6-EA1DAB73AC7E

AUTHORIZED USER ACCEPTABLE USE POLICY

Last Modified: 2022-02-24

Introduction

mySidewalk, Inc. (the **“Company,”“we,”** or **“us”**) provides access to certain software, information, resources (including data files, imagery, maps, charts, text, portable digital documents, printed documents, reports, dashboards, widgets, and embeddable content), and related services (collectively, the **“Services”**) to its customers. We have an agreement with your employer, contractor, governmental agency, or other third party connected to you (**“Customer”**) that enables you to access and use the Services, conditioned on your acceptance of this Acceptable Use Policy (this **“AUP”**). This AUP governs your access to and use of the Services. Company reserves the right to amend, alter, or modify your conduct requirements as set forth in this AUP at any time.

Prohibited Uses

You may use the Services only for lawful purposes and in accordance with this AUP. You agree not to use the Services:

1. In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries).
2. For the purpose of exploiting, harming, or attempting to exploit or harm, minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
3. To send, knowingly receive, upload, download, use, or re-use any material which violates the rights of any individual or entity established in any jurisdiction.
4. To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
5. To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
6. To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Services, or which, as determined by us, may harm the Company or users of the Services or expose them to liability.
7. For the purpose of assessing credit-worthiness or in a consumer inquiry including: (i) as a factor in establishing an individual’s eligibility for credit or insurance; (ii) in

DocuSign Envelope ID: 6C756540-B6C3-4FBC-8AB6-EA1DAB73AC7E

evaluating an individual for employment purposes; (iii) in connection with a determination of an individual's eligibility for a license or other benefit granted by a governmental authority; or (iv) in any other manner that would cause such use of the Services to be construed as a consumer report under the Fair Credit Reporting Act, 15 U.S.C. Sec. 1681 et seq. or similar statute, or by any authority having jurisdiction over any of the parties.

8. In any manner that could disable, overburden, damage, or impair the Services or interfere with any other party's use of the Services, including their ability to engage in real time activities through the Services.

Additionally, you agree not to:

9. Use any robot, spider, or other automatic device, process, or means to access the Services for any purpose.
10. Use any device, software, or routine that interferes with the proper working of the Services.
11. Introduce any viruses, trojan horses, worms, logic bombs, or other software or material which is malicious or technologically harmful.
12. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services or any server, computer, database, or other resource or element connected to the Services.
13. Violate, attempt to violate, or knowingly facilitate the violation of the security or integrity of the Services.
14. Otherwise attempt to interfere with the proper working of the Services.

Content Standards

You agree not to use the Services to send, knowingly receive, upload, download, create, use, or re-use any material which:

1. Contains any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
2. Promotes sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
3. Infringes any third party's patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, moral rights, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world ("Intellectual Property Rights").
4. Violates the legal rights (including the rights of publicity and privacy) of others or contains any material that could give rise to any civil or criminal liability under applicable laws or regulations.
5. Is likely to deceive any person.
6. Promotes any illegal activity, or advocates, promotes, or assists any unlawful act.
7. Causes annoyance, inconvenience, or needless anxiety or is likely to upset, embarrass, alarm, or annoy any other person.

DocuSign Envelope ID: 6C756540-B6C3-4FBC-8AB6-EA1DAB73AC7E

8. Impersonates any person, or misrepresents your identity or affiliation with any person or organization.
9. Involves commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
10. Gives the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

User Accounts

You will be given a unique user account for your access to the Services, which may include unique user identifications, account numbers, profiles, and passwords. You shall keep all of such user account information confidential and shall not disclose any of such information to any third parties. In the event we are able to determine that you have shared your user account information with any third party, we may notify the Customer with whom your account is associated. You must report any compromise of account information to the Customer, and us, as soon as possible.

Ownership of Services

1. The Services (and all copies of or copies of subsets thereof), and all Intellectual Property Rights therein or relating thereto, are and shall remain the exclusive property of Company or its licensors.
2. Company shall also retain ownership of any and all modifications, enhancements, or improvements that Company makes, or has made, to the Services.
3. Any and all use, reproduction, or sharing of Services must not exclude or interfere with any Company Marks, Customer Marks, attached licensing, or attached terms of use. For the purpose of this AUP, “Marks” mean the name, trademarks, and logos of Company, its customers, or any third party.
4. You must use your best efforts to ensure elements of the Services are properly cited in derivative works created from your use of the Services. Citation must be a textual reference to (i) Company or a more accurate author for the element, (ii) the title or description of the document or the Services themselves, (iii) acknowledgement of Company as the host of the document or the Services themselves, and (iv) the URL the element of the Services at which the element was accessed. If the derived elements are figures or visualizations, the citation should be in the caption immediately following the figure. If the derived elements are textual, the citation should immediately follow in text. If the derived elements make up a significant portion of the derived work, the citations should appear as early as reasonable and as a reference list at the end of the derivative work.

Monitoring and Enforcement

DocuSign Envelope ID: 6C756540-B6C3-4FBC-8AB6-EA1DAB73AC7E

Company, in its sole discretion, will determine whether your conduct is in compliance with this AUP. We have the right to:

- Monitor your use of the Services for any purpose in our sole discretion and as we see fit.
- Take any action we deem necessary or appropriate in our sole discretion if we believe a user's conduct violates this AUP, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public, or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their Intellectual Property Rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services.
- Terminate or suspend your access to all or part of the Services any violation of this AUP.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone who accesses or uses the Services. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSORS, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

DocuSign Envelope ID: 6C756540-B6C3-4FBC-8AB6-EA1DAB73AC7E

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Deanna Ebmeier	
UNICO Group 1128 Lincoln Mall Suite 200 Lincoln NE 68508	PHONE (A/C, No, Ext): (402) 434-7200	FAX (A/C, No): (402) 434-7272
	E-MAIL ADDRESS: debmeier@unicogroup.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
MySidewalk, Inc 1911 Baltimore Ave Kansas City MO 64108	INSURER A : Ace Fire Underwriters Ins Co	20702C
	INSURER B : ACE Property and Casualty Ins. Co.	20699
	INSURER C : Chubb National Insurance Co.	
	INSURER D : Trisura Specialty Ins Co	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 24/25 All & 23/24 Cyber **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	D94673720	01/27/2024	01/27/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	D94673720	01/27/2024	01/27/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			D94673744	01/27/2024	01/27/2025	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [ ] Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	71773281	01/27/2024	01/27/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Tech E&O and Cyber Liability			ATB6765776-01	07/19/2023	07/19/2024	Occurrence Aggregate Retention	3,000,000 3,000,000 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Business Auto Liability policies include blanket automatic additional insured endorsements that provide additional insured status on a primary and non-contributing basis only when there is a written contract between the named insured and the certificate holder/entity(ies) that requires such status. The General Liability, Auto Liability & Workers Compensation policies include blanket automatic waiver of subrogation endorsements that provide waiver in favor of the certificate holder/entity(ies) when required by written contract with the named insured prior to a loss. The blanket automatic endorsements provide additional insured status and waiver of subrogation for the County of Mariposa, its officials, employees & volunteers as required by written contract.

CERTIFICATE HOLDER

County of Mariposa
P.O. Box 905
Mariposa CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Thomas Champoux

© 1988-2015 ACORD CORPORATION. All rights reserved.

DocuSign

Certificate Of Completion

Envelope Id: 6C756540B6C34FBC8AB6EA1DAB73AC7E
Status: Delivered
Subject: Complete with DocuSign: HHSA - MEMORANDUM - mySidewalk - CAO - 4-16-24.pdf
Source Envelope:
Document Pages: 11
Signatures: 2
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
COBagreements@mariposacounty.org
IP Address: 64.118.100.36

Record Tracking

Status: Original
4/16/2024 9:28:13 AM
Holder: Mariposa Clerk of the Board
COBagreements@mariposacounty.org
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: County of Mariposa
Location: DocuSign

Signer Events	Signature	Timestamp
Steven W Dahlem sdahlem@mariposacounty.org County Counsel Security Level: Email, Account Authentication (None)	DocuSigned by: Steven W Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 4/16/2024 9:33:35 AM Viewed: 4/16/2024 9:39:49 AM Signed: 4/16/2024 9:39:58 AM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Dallin Kimble dkimble@mariposacounty.org CAO County of Mariposa Security Level: Email, Account Authentication (None)	DocuSigned by: 2E01D0C6E7564A5... Signature Adoption: Drawn on Device Using IP Address: 64.118.100.36	Sent: 4/16/2024 9:39:59 AM Viewed: 4/16/2024 9:53:13 AM Signed: 4/16/2024 9:53:20 AM
Electronic Record and Signature Disclosure: Accepted: 4/16/2024 9:53:13 AM ID: a2797819-6cd0-4e59-a273-e2f75a5b51e2		
Anthony Rios arios@mariposacounty.org Technical Services Manager Security Level: Email, Account Authentication (None)	DS Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 4/16/2024 9:53:21 AM Viewed: 4/16/2024 2:41:26 PM Signed: 4/17/2024 8:38:08 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
contractsHHSA contractshhsa@mariposacounty.org Security Level: Email, Account Authentication (None)		Sent: 4/17/2024 8:38:09 AM Viewed: 4/17/2024 2:38:03 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	4/16/2024 9:33:35 AM
Certified Delivered	Security Checked	4/17/2024 2:38:03 PM
Payment Events	**Status**	**Timestamps**
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

mySidewalk

Mariposa County Health Department

Builder Professional

Quote created: June 3, 2024 Reference: 20240603-150935882

Mariposa County Health Department
5100 Bullion St
Mariposa, California 95338

Chad Leiske
cleiske@mariposacounty.org
2096277802

Lynn Rumfelt
lrumfelt@mariposacounty.org
2097420821

Kim Ballard
kballard@mariposacounty.org
(209)347-9648

Comments

This quote serves as an amendment the existing agreement executed 4/16/2024.

Dan Reynolds - "VP of Sales" mySidewalk

Products & Services

Product	Quantity	Unit Price	Billing Frequency	Total
Seek Platform Subscription A subscription to mySidewalk's data exploration and analysis tools.	1 x ~~$1,500.00 / year~~ after 5% discount **$1,425.00 / year** for 3 years	$1,500.00 / year	Annually	$1,425.00 / year after 5% discount for 3 years
Chart User License Subscription User license subscriptions for mySidewalk's visualization and insights tools.	4 x ~~$1,000.00 / year~~ after 5% discount **$3,800.00 / year** for 3 years	$1,000.00 / year	Annually	$3,800.00 / year after 5% discount for 3 years
Free User License User license subscriptions for mySidewalk's visualization and insights tools.	1 x ~~$1,000.00 / year~~ after 100% discount **$0.00 / year** for 1 year	$1,000.00 / year	Annually	$0.00 / year after 100% discount for 1 year
Chart Platform Subscription A subscription to mySidewalk's visualization and insights tools.	1 x ~~$5,350.00 / year~~ after 5% discount **$5,082.50 / year** for 3 years	$5,350.00 / year	Annually	$5,082.50 / year after 5% discount for 3 years
Community Health Improvement Plan Dashboard Template A Subscription to mySidewalk's Community Health Improvement Plan dashboard template.	1 x ~~$8,000.00 / year~~ after 5% discount **$7,600.00 / year** for 3 years	$8,000.00 / year	Annually	$7,600.00 / year after 5% discount for 3 years

Product	Quantity	Unit Price	Billing Frequency	Total
Community Health Assessment Dashboard Template A Subscription mySidewalk's Community Health Assessment dashboard template.	1 x ~~$5,000.00 / year~~ after 5% discount **$4,750.00 / year** for 3 years	$5,000.00 / year	Annually	$4,750.00 / year after 5% discount for 3 years
Account Service Hours Account services for additional training, dashboard and storytelling services, or other professional services.	30 x $282.50 for 3 years	$282.50		$8,475.00 for 3 years
Setup Fee Account provisioning, initial onboarding and training.	1 x $2,250.00 for 1 year	$2,250.00		$2,250.00 for 1 year

Annual subtotal	$22,657.50
after $2,192.50 discount	
One-time subtotal	$10,725.00
Total	$33,382.50
Total contract value	$78,697.50

Signature

Signature

Date

Printed name

This quote expires on June 28, 2024

Purchase terms

Upon execution, the Customer will be invoiced a yearly subscription fee (Net 30) as detailed under the Investment Summary.

Your Subscription Term will automatically renew on 4/16/2027. Unless otherwise specified in your Order, to prevent renewal of your subscription, you or we must give written notice of non-renewal, and this written notice must be received before the next renewal period begins.

Click here view the mySidewalk Software-as-a-Service Terms of Use

Questions? Contact me

Dan Reynolds
"VP of Sales"
dreynolds@mysidewalk.com
+17202310256

mySidewalk
1911 Baltimore Ave
Kansas City Missouri 64108

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-250

MEETING: June 18, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve Third Amendment to the Agreement with Area 12 Agency on Aging (A12AA); Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Increasing Revenue and Appropriations in the Transit Budget Receiving Unanticipated Funds ($3,550) (4/5ths Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Third Amendment to the Agreement with Area 12 Agency on Aging (A12AA); Authorize the Board of Supervisors Chair to Sign the Amendment; and Approve Budget Action Increasing Revenue and Appropriations in the Transportation Budget Receiving Unanticipated Funds ($3,550) (4/5ths Vote Required).

Additional funding is available through A12AA and in order to receive this funding an amendment to the original agreement needs to be approved. Title III-B transportation shall increase in revenue and appropriations by $3,550. This funding will allow for reimbursement for an additional 142 III-B eligible rides through the end of the fiscal year 2023-2024.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On March 15, 2022, the Board approved the Proposal for Senior Meals and Transportation Programs for FY 2022-2023 through Resolution No. 2022-169.

On July 12, 2022, the Board approved the Standard Agreement for Senior Meals and Transportation for FY 2022-2023 through Resolution No. 2022-409.

On June 6, 2023, the Board approved the Contract Renewal Proposal for Fiscal Year 2023-2024 through Resolution No. 2023-294.

On August 1, 2023, the Board approved the Standard Agreement for Fiscal Year 2023-2024 through Resolution No. 2023-411.

On September 12, 2023, the Board approved the First Amendment to the Standard Agreement for Fiscal Year 2023-2024 through Resolution No. 2023-487.

On February 6, 2024, the Board approved the Second Amendment to the Standard Agreement for Fiscal Year 2023-2024 through Resolution No. 2024-42.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the amendment and budget action are not approved, the transportation program will be unable to utilize the additional funding.

FINANCIAL IMPACT

Revenue and appropriations will be increased in the Transportation fund by $3,550. There is no impact to the county general fund.

ATTACHMENTS

1. **A12AA Amendment**
2. **A12AA Budget Action**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

DIRECT SERVICES

Aging & Disability Resource Connection (ADRC)
Chore
Family Caregiver Support Program
Health Insurance Counseling & Advocacy Program (HICAP)
Health Promotion/ Group Exercise
Homemaker
Information & Assistance
Multipurpose Senior Services Program (MSSP)
Nutrition Education
Personal Care
Residential Repairs & Modifications

CONTRACTED SERVICES

Elder Abuse Prevention
Legal Assistance
Ombudsman
Senior Meal Program Congregate/ Home Delivered
Transportation

AMENDED AGREEMENT BETWEEN MARIPOSA COUNTY HEALTH & HUMAN SERVICES ADULT & AGING SERVICES AND AREA 12 AGENCY ON AGING

The Agreement originally entered into on July 1, 2023, for the term of July 1, 2023, through June 30, 2024, by and between the Area 12 Agency on Aging and MARIPOSA COUNTY HHS, ADULT & AGING SERVICES, serving in Mariposa County for IIIB Transportation services, is hereby amended, May 9, 2024, as follows:

1. Total annual compensation to MARIPOSA COUNTY HHS, ADULT & AGING SERVICES, serving in Mariposa County for IIIB Transportation services shall not exceed the maximum amount of funding of $69,525.00* for a maximum number of 2,781 units of service.

2. All other provisions and stipulations of the Agreement between MARIPOSA COUNTY HHS, ADULT & AGING SERVICES, and the Area 12 Agency on Aging shall remain in full force and applicability.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the referenced contract the day and year as per above.

AREA 12 AGENCY ON AGING,
A JOINT POWERS AGENCY serving Alpine, Amador Calaveras, Mariposa, and Tuolumne Counties.

By: Kristin Millhoff Dated: 5-9-24
Kristin Millhoff, Executive Director

Contractor:
MARIPOSA COUNTY HHS, ADULT & AGING SERVICES

By: _____ Dated: _____
Chair, Board of Supervisors - Mariposa County

**This total includes dollars from Area Plan baseline and American Rescue Plan Act (ARPA) funding.*

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
6606	505	45502	Title III-B Revenue		(3,550)	
6606	505	60621	County Vehicle Expense		3,550	
				TOTALS	0	0

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

( ) Budget appropriation is less than $50,000 and involves shifting funds between categories in the same account and fund. Board of Supervisors reviews all budget actions of this nature on a monthly basis.

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending revenues and expenses or transferring funds between funds or accounts within the General Fund or transferring appropriation from contingency.

DEPARTMENT HEAD SIGNATURE _____ DATE 5-24-24

AUDITOR SIGNATURE _____ DATE _____

COUNTY ADMINISTRATIVE OFFICER SIGNATURE _____ DATE _____

APPROVED BY RES NO. _____ CLERK _____ DATE _____

DEPARTMENT _____

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-251

MEETING:	June 18, 2024
TO:	The Board of Supervisors
FROM:	Kristina Keheley, Health and Human Services Agency Director
RE:	Approve an Agreement with Ascendient Healthcare Advisors, Inc. in the Amount of $75,000 for Consultation; and Authorize the Board of Supervisors Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Ascendient Healthcare Advisors, Inc. in the Amount of $75,000 for Consultation; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The Contractors approach will leverage four phases to provide a comprehensive evaluation of the Mariposa County Public Health workforce and a completed Workforce Development (WFD) Plan that ensures alignment with the 10 Essential Public Health Services framework and PHAB Standards & Measures.

The Contractor will leverage a variety of activities throughout the process that will work together to provide both an overarching view of the agency's workforce, and highlight key areas of opportunity and improvement.

BACKGROUND AND HISTORY OF BOARD ACTIONS

There are no previous contracts with this vendor.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the agreement and the Health Department will have to identify other means to move forward with the Workforce Development Plan.

FINANCIAL IMPACT

There is no impact on the County General Fund.

ATTACHMENTS

1. 2024 Ascendient_WFD-V2-COB

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

AGREEMENT FOR CONSULTATION AND CREATION OF WORKFORCE DEVELOPMENT PLAN

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Ascendient Healthcare Advisors, Inc., hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on date first hereinabove written and shall continue until all authorized work is approved by County or December 31, 2024, whichever is earlier.

2. SERVICES

Contractor shall perform organizational consulting and creation of the Workforce Development (WFD) Plan as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $75,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice. In the event payments equal the "not to exceed" amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $500,000 per accident for bodily injury or disease.

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

B. OTHER INSURANCE PROVISIONS

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

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

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to

purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall release, hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an

employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of Contractor under this Agreement will be permitted only with the express written consent of County.

11. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:
Ascendient Healthcare Advisors
Brian K. Ackerman, VP
1335 Environ Way
Chapel Hill, NC 27517

COUNTY:
County of Mariposa
P.O. Box 99
5362 Lemee Lane
Mariposa, CA 95338

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice.

For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

19. CAPTIONS

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to

1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

26. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Brian Ackerman, Vice President Ascendient Healthcare Advisors, Inc.
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A
SCOPE OF WORK

Service Description

Contractors approach will leverage four phases to provide a comprehensive evaluation of the Mariposa County Public Health workforce and a completed Workforce Development (WFD) Plan that ensures alignment with the 10 Essential Public Health Services framework and PHAB Standards & Measures.

1: Assess the situation – To begin, contractor will administer surveys and self-assessments while completing interviews and leveraging national evidenced based calculators to assess the current workforce. Additional work will include further in-depth analysis of job descriptions, workforce policies, procedures, staff training needs, and the current state of agency culture and diversity.

2: Define existing gaps and recommendations – A strong workforce development plan involves identifying key areas for improvement that are aligned with the organization's mission, vision and values of teamwork, respect, integrity, empathy, and impact. Contractor work will provide a robust plan that will identify objectives to enhance employee skills and competencies, improve recruitment and retention strategies, foster diversity and inclusion, optimize performance management processes, and promote professional development opportunities.

3: Develop plan – Key initiatives and actions will be established to support Phase 2 recommendations. Workforce development plan components will likely include activities to enhance or develop training programs and activities, peer mentoring and coaching opportunities, recruitment strategies, staff performance evaluation processes, succession planning, and a culture of diversity and inclusion.

4: Develop implementation and monitoring plan – To conclude, clear metrics and benchmarks for monitoring and measuring progress will be established, as well as an outline for ongoing steps the department should take for the continued review of its workforce needs.

Activities

Contractor will leverage a variety of activities throughout the process that will work together to provide both an overarching view of the agency's workforce, as well as highlight key areas of opportunity and improvement. Examples of some of the activities to be utilized include:

• Administration of the 2024 Public Health Workforce Interest and Needs Survey (PH WINS) to obtain key metrics for Mariposa County
• Administration of both staff and leadership versions of NACCHO's Culture of Quality self-assessments
• Use of the PHAB and Public Health Foundation's workforce calculator to assess minimum staffing requirements needed to provide the foundational services provided within Mariposa County

• Administration of the Council on Linkages, Core Competencies for Public Health Professionals Assessment and prioritization process
• Completion of PHAB Capacity and Cost Assessment
• Completion of up to 6 staff interviews
• Development, distribution, and analysis of Ascendient-developed staff survey
• Analysis of departmental job functions relative to public health core competencies
• Evaluation of current skill levels and training need of staff
• Assessment of existing performance management system relative to need to track the implementation of your workforce development plan

Collectively, the results from these activities will provide valuable information relative to both the current and desired workforce for HHSA. Individually, data provided by these assessments and activities will begin to highlight more specific gaps and needs within HHSA for which recommendations and actions will be developed.

Exhibit B
COST PROPOSAL

The development of the 2024 Workforce Development Plan will cost $75,000.00 to complete the project. The county will process payment upon receipt of the approved invoice.

Research of HHSA Workforce	$ 10,000.00
Administration/Summarization of Survey and Assessment Data	$ 15,000.00
Workforce Interviews	$ 8,000.00
Weekly meetings and correspondence	$ 25,000.00
Draft & Final 2024 HHSA Workforce Development Plan Report	$ 17,000.00
Total	**$75,000.00**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Titan Risk Consultants, LLC 107 Conner Drive, Suite 225 Chapel Hill, NC 27514 License #: 1000643509	CONTACT NAME:	Cathleen C Lucas
		PHONE (A/C, No, Ext):	(919)636-3252 FAX (A/C, No):
		E-MAIL ADDRESS:	c.lucas@titanriskconsultants.com
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A :	Hanover American Insurance Company 36064
INSURED	Ascendient Healthcare Advisors Inc. 1335 Environ Way Chapel Hill, NC 27517	INSURER B :	Allmerica Financial Benefit 41840
		INSURER C :	Westchester
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 00065830-248596** **REVISION NUMBER: 3**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y	Y	OD6H007014	08/17/2023	08/17/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	2,000,000 50,000 10,000 2,000,000 4,000,000 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		AW6H007011	08/17/2023	08/17/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			OD6H007014	08/17/2023	08/17/2024	EACH OCCURRENCE AGGREGATE	$ $	3,000,000 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WZ6H007000	08/17/2023	08/17/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	500,000 500,000 500,000
C	Professional Liabili			EONNCF144115502	08/17/2023	08/17/2024	Each Claim		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket addiitional insured endorsment applies as respect to general liability, on a primary and non-contributory basis, as required by written contract. Blannket waiver of subrogation applies as respect to general liability & workers compnesation as required by wirtten contract. County of Mariposa is added to the business automobile policy as an additonal insured.

CERTIFICATE HOLDER

County of Mariposa
PO Box 99
Mariposa, CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cathleen C Lucas (CCL)

© 1988-2015 ACORD CORPORATION. All rights reserved.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-252

MEETING: June 18, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve an Agreement with Central Star Behavioral Health, Inc. in the Amount of $115,000 for Inpatient Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Central Star Behavioral Health, Inc. in the Amount of $115,000 for Inpatient Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Central Star Behavioral Health (CSBH), Inc. was selected to operate the Merced Crisis Residential Unit (CRU) and provide services on behalf of the Multi-County Consortium. Central Star Behavioral Health ensures scope of work for required services and compliance of laws is fulfilled.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On September 19, 2023, the Board of Supervisors approved the Fourth amendment to the Agreement through Resolution No. 2022-629 requesting the term to be extended through June 30, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this agreement is not approved, Behavioral Health crisis response workers may have greater difficulty in placing clients who require emergency psychiatric hospitalizations.

FINANCIAL IMPACT

There is no impact on the Gerneral Fund.

ATTACHMENTS

1. Central Star CRU 2025 - V2-COB

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District II Supervisor Shannon Poe
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

AGREEMENT FOR CRISIS INPATIENT SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Central Star Behavioral Health, Inc., hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this shall commence on January 1, 2024, and terminate on June 30, 2025, unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform crisis inpatient service as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $115,000 as set forth in Exhibit B, "Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

B. OTHER INSURANCE PROVISIONS

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

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

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to

purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall release, hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the

payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of Contractor under this Agreement will be permitted only with the express written consent of County.

11. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:

Central Star Behavioral Health, Inc
1501 Hughes Way, Suite 150
Long beach, CA 90810

COUNTY:

County of Mariposa
P.O. Box 99
5362 Lemee Lane
Mariposa, CA 95338

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving

written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

19. CAPTIONS

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of

the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

26. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to

this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Kent Dunlap, Chief Executive Officer Central Star Behavioral Health, Inc.
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A
SCOPE OF WORK

Crisis Residential Unit Scope of Work and Rate

CONTRACTOR shall develop and implement all necessary components to operate a 24-hour CRU, in accordance with all respective federal, state and local law.vs, codes, and regulations. CONTRACTOR shall admit and provide services to consumers of COUNTIES. CONTRACTOR shall adhere to the proposed plan and services as listed in "RFP 7232 Central Star Behavioral Health, Inc. Proposal" (copy can be provided upon request). CONTRACTOR shall also become familiar with all laws in respect to CHFFA under the Investment in Mental Health Wellness Act of 2013.

I. For the purpose of this agreement, County of Origin is defined as follows:

County of Origin is the county who placed or referred their consumer to the CRU and is responsible for providing or arranging and paying for their consumer's medically necessary covered Specialty Mental Health Services.

II. COUNTIES are responsible for arranging all care coordination for their consumers. COUNTIES must provide the following, but not limited to, for their consumers:

A. Transportation to and from the CRU, medical appointments, and visitation to their respective county of origin for any reason.

B. Assistance through the CRU admission and discharge process.

C. Case management on site or with the utilization of COUNTIES' telehealth system.

D. Covering costs for their consumer's non-Federal share of cost and unreimbursed cost from third party insurances.

E. If a person is conserved under the Lanterman-Petris-Short (LPS) Act, the conservator or their designee must be present from the county of origin at the CRU for any signatures, decisions, and other related occurrences regarding the conserved consumer.

i. In the event that the responsible county of origin cannot be present for signatures, the responsible county of origin can send signed documents through facsimile or secured email immediately, followed by the originals in twenty-four (24) hours. This does not include Admission and Discharge paperwork.

ii. COUNTIES are responsible for making such arrangements prior to the conserved consumer's admission and discharge from the CRU.

F. COUNTIES need to have staff available for legal representation in any legal related issues that arise during the consumer's stay at the CRU.

G. Become familiar with lockouts related to CRTS when a consumer is admitted to the CRU.

Ill. Staffing Requirements

A. CONTRACTOR shall have at least three direct care staff persons on duty 24 hours a day, seven days per week. CONTRACTOR shall assign about 17.6 direct care staff across three shifts, for a ratio of at least one full-time equivalent (FTE) direct services staff for every three clients served.

B. The proposed schedule follows:

i. Weekday daytime hours will include the following, but not limited to, staff members: Mental Health Specialist, Recovery Counselors, a Housing Coach, Program Director and Clinical Director;

ii. Weekend daytime hours will include the following, but not limited to, staff members: Mental Health Specialist, Recovery Counselors, and a Housing Coach; and

iii. Any day of the week, nighttime hours will include the following, but not limited to, staff members Recovery Counselor and Licensed Vocational Nurse (LVN) or Licensed Psychiatric Technician (LPT).

C. CONTRACTOR shall provide orientation, supervision, and in-service training to staff.

i. Orientation

CONTRACTOR shall provide New Hire Orientation within the first thirty (30) days of hire to ensure all the new staff have the tools and support necessary to enhance their ability to work effectively with each other, residents, and the wider community, and to uphold a culture of inclusiveness, resident voice and choice, safety, recovery and wellness, and all applicable federal, state and local laws related to the CRU.

ii. Supervision

CONTRACTOR shall provide weekly supervision using a developmental model that incorporates reflective practice data- driven supervision, and recovery-oriented principles.

iii. Training

1. CONTRACTOR shall provide comprehensive professional development training using state-of-the-art methods, including

2. **educational classes, coaching, monitoring skill update, and consultation services.**

3. **CONTRACTOR shall cover topics in their trainings such as wellness and recovery based support, peer-to-peer based interventions, and referral processes to assure timely access.**

IV. Referral to CRU and Admission

A. Admissions will be accepted at any time of the day or night.

B. Consumer's participation in the CRU is voluntary.

C. Admission criteria may include the following:

i. Consumer shall be willing to participate in a self-help program;

ii. Interview consumers to determine if the CRU is a good match for their needs;

iii. 18 years of age or older;

iv. A minimum of 3 days of sobriety;

v. Medical Screening: referring county must provide the consumer's medical information. CONTRACTOR shall evaluate medical information and clear for admission into the CRU;

vi. Qualifying diagnosis based on the approved version of the Diagnostic and Statistical Manual of Mental Disorders (i.e. DSM 5) criteria; and

vii. Justification on admission into CRU verses a higher level of care.

D. Exclusions from the CRU may include the following reasons:

i. Danger to others;
ii. Active tuberculosis;
iii. Physical health condition diagnosis in which consumer is unable to care for his/herself;
iv. Incontinence;
v. Registered sex offender;
vi. History of arson;
vii. Inability to self-manage for hygiene; and
viii. And a conviction for drug trafficking.

E. CONTRACTOR shall utilize admission forms such as Authorization for Treatment, Admission Agreement, and Consumer Inventory.

F. Within the first week of admit, CONTRACTOR shall do the following, but not limited to, assessments which shall be completed by a Mental Health Specialist and Psychiatrist as a part of the consumer's Individual Service Plan (ISP):

i. Comprehensive biopsychosocial evaluation summarizing psychiatric/mental health history and treatment, developmental milestones, medical history including health screening to identify urgent health care needs/medical complications, medication adherence, relationships, psychosocial and social support skills (i.e. meal planning, shopping and budgeting skills); and current psychological, education, vocational, and other functional limitations;

ii. Review and inclusion of consumer's existing WRAP to provide services according to each consumer's identified preferences and set plan;

iii. Screening for high risk behaviors such as, risk of aggression, self- harm, substance use, etc., and assist with immediate safety and treatment planning;

iv. Consumer completion of the Recovery Assessment Scale (RAS) shall be used in part of an engagement process to help the consumer to self-identify treatment needs and personal, recovery- oriented goals; and

v. Baseline data to track historical service utilization, participation and progress on personal wellness goals.

G. CONTRACTOR shall identify the consumer's county of origin and begin reaching out to connect with agency partners and resources in that county to provide to consumers upon discharge.

H. CONTRACTOR shall establish a tracking mechanism for referrals, notify county of origin expected wait times if beds are filled at the CRU and may use the following reasons when establishing priority on a waitlist:

i. Beds shall be filled on a first-come, first-served basis;
ii. Consumer has accessed emergency services however is in a pre-contemplative/contemplative stage of change that are seeking structure to achieve recovery;
iii. Consumer stepping down from psychiatric hospitalization;
iv. Homeless consumers;
v. Not having a caregiver able to provide support;
vi. Not being in an intensive treatment program;
vii. Rick of incarceration without treatment;
viii. Risk of substance abuse without treatment;
ix. Law enforcement encounters multiple times; and
x. Time spent on the waitlist.

I. CONTRACTOR shall make every effort to keep beds filled and communicate with COUNTIES when there are bed openings.

J. CONTRACTOR shall make every effort to place consumers in as many single rooms as possible to accommodate needs to individuals who might struggle with shared accommodations.

K. CONTRACTOR shall make every effort to fill all available beds to ensure full capacity is reached.

i. CONTRACTOR shall reach out to all COUNTIES to obtain referrals for admission to the CRU.

V. Services

A. CONTRACTOR shall focus services, such as assessment and service planning, on building trust, stabilizing, and providing a recovery-oriented environment that supports hope and allows each resident to develop a self-directed recovery and safety plan.

B. Consumer is expected to have a maximum stay of 30 days.

i. If the length of stay goes beyond 30 days, justification supporting the therapeutic need shall be communication to the county of origin for review and approval.

ii. Under no circumstance shall the stay exceed three months.

iii. Before the end of the three months, consumer will be discharged and county of origin shall be responsible for relocating their consumer.

C. CONTRACTOR shall provide recovery-oriented therapeutic activities 8:00am - 10:00pm, Sunday - Saturday.

D. CONTRACTOR may include the following activities:

i. Therapeutic and Mental Health Services:

1. Individually, each consumer shall receive a daily check in and weekly counseling session with the Mental Health Specialist;

2. Groups including the following offerings:

a. Peer or Co-led WRAP groups;
b. Seeking Safety groups for co-occurring trauma and substance use; and
c. Aggression Replacement Training.

ii. Crisis Intervention:

1. CONTRACTOR shall have a 24/7 crisis response available to de-escalate situations.

iii. Family Inclusion/Collateral:

1. CONTRACTOR shall utilize family engagement to support consumers' community reintegration to an independent housing environment or return to the family home.

iv. Assistance with Activities of Daily Living (ADLs):

1. CONTRACTOR shall provide life skills training to help consumers with personal grooming, hygiene, care of personal belongings, laundry, and keeping personal and community rooms clean.

2. Consumers shall be encouraged to engage in activities that support daily operations such as cleaning common areas and cooking snacks and meals.

v. Daily Exercise/Health and Wellness Education:

1. CONTRACTOR shall include in schedule of activities, organized exercise such as yoga, tai chi, gardening, or walking.

2. CONTRACTOR shall provide education on topics such as, healthy lifestyle, diet and nutrition, weight management, sex education and AIDS/HIV prevention and contraception.

3. CONTRACTOR shall utilize wellness sheets to help consumers with specific topics, such as smoking, and chronic health conditions, they struggle to accomplished or address what was the cause of their crisis.

vi. Pre-Vocational or Vocational Counseling:

1. CONTRACTOR shall assist consumers in developing pre-vocational and/or vocational plans.
2. CONTRACTOR shall provide resources to assist consumer in accomplishing established plans.

vii. Patient Rights and Consumer Advocacy:

1. Along with their admission agreement, CONTRACTOR shall provide consumers with their patient's rights, and other related informing materials.

viii. Case Management:

1. CONTRACTOR shall assist consumers with connections and resources from their county of origin.
2. CONTRACTOR shall assist consumers with possible entitlement programs in their respective county of origin.

E. CONTRACTOR shall incorporate the following, but not limited to, practices and plans:

i. Infusing Evidence Based and Emerging Practices;
ii. WRAP;
iii. Seeking Safety/Trauma Informed Care; and
iv. Motivational Interviews.

F. CONTRACTOR shall schedule group outings for consumers to learn gain skills such as communication, and shopping skills.

G. CONTRACTOR shall provide Medication Support Services as determined by the medical screening at admission.

i. CONTRACTOR shall adhere to established medication support policies, procedures, and all federal, state, and local laws.

ii. Policies and procedures shall include the following, but not limited to, plan in accordance with all applicable federal, state, and local laws:

1. Monitoring and storage of medications;
2. Screening for medical complications by a physician or mid- level provider with the appropriate credentials;
3. Educating consumers on medication and side effects with the goal of consumers becoming responsible for their own medications;
4. Making appropriate case entries of all medications;
5. Staff consultation with the medical staff; and
6. Encouraging and supporting consumers to take more responsibility for keeping to their medication schedule.

H. CONTRACTOR shall provide three regularly scheduled wholesome meals per day to the consumers.

i. CONTRACTOR shall provide food of good quality that is selected, stored, prepared, and services in a safe healthful manner meeting all federal, state, and local laws.

ii. CONTRACTOR shall promote and maintain high food safety and sanitation standards.

VI. Emergency Services

A. In case of a psychiatric or medical emergency, CONTRACTOR shall immediately arrange transportation of consumer in need of emergency services to appropriate facilities within local area.

B. CONTRACTOR shall notify county of origin of the emergency within three hours of occurrence.

C. CONTRACTOR may discharge consumer upon confirmation of admittance to another facility (i.e. psychiatric or medical).

D. County of origin is responsible for coordination of care for their consumer's emergency episode which includes admission into psychiatric facility, admission into local emergency room, coordination of ancillary services and return transportation to county of origin.

Vil. Discharge

A. CONTRACTOR shall including the following, but not limited to, components in the discharge process:

i. Evaluation of consumer's improvement;
ii. Reason for the services are no longer appropriate (includes reasons such as improvements, danger to self or others, and necessity of higher care);
iii. Review WRAP and provide motivation regarding their self-directed wellness and self-management goals;
iv. Provide community resources for the consumer's county of origin;
v. Create a discharge summary plan in consultation with the consumer and county of origin staff;
vi. Contacts and connections to warm-handoffs in county of origin;
vii. Provide up to thirty (30) days' worth of medications if applicable;
viii. Transportation arrangement with county of origin.

B. CONTRACTOR shall monitor consumers who are at risk for leaving prior to completion of CRTS.

C. If a consumer is identified as needing conservatorship, CONTRACTOR shall contact county of origin to arrange discharge and transportation of the consumer within three (3) hours.

IV. Telehealth

A. CONTRACTOR shall utilize a telehealth system, compliant to federal, state, and local regulations, to provide consistent communication between consumers and staff from their county of origin.

B. CONTRACTOR shall arrange family meetings and case coordination.

V. EHR and Billing

A. CONTRACTOR shall utilize their own EHR and Billing system for all documentation and cost reimbursement.

B. The EHR system shall have the ability to communicate and/or transfer consumer data to county of origin.

C. CONTRACTOR shall develop and manage all CRU related financial accounting, contract management, annual external audit readiness, and quality assurance/improvement.

VI. Program Evaluation

A. CONTRACTOR shall provide the following, but not limited to, CHFFA related items:

i. CONTRACTOR shall work with COUNTY's evaluation team to collect information necessary to report per rules and regulations revolving CHFFA.

ii. CONTRACTOR shall provide outcomes and data per COUNTY's request.

B. CONTRACTOR shall participate in regular meeting with directors and/or designees from COUNTIES collaboratively to discuss program successes and improvements.

C. CONTRACTOR shall track the following. and any other related elements as determined by the evaluation team, and provide annual reports to the county of origins:

1. Number of consumers served;
2. Type of referral source;
3. Demographic of population;
4. Diagnoses;
5. Average length of stay;
6. Reason for discharge;
7. Placement type;
8. Homelessness;
9. Repeat utilization/recidivism;
10. Consumer satisfaction; and
11. Other data as requested by COUNTIES through evaluation team.

Exhibit B
COST PROPOSAL

Rate

MEDI-CAL REVENUE:	Rate
1/1/2024 – 6/30/2024	$808.69
7/1/2024 – 6/30/2025	$743.47

1. RATE PROGRAM/SERVICES

Payment for services is subject to Medi-Cal documentation standards, establishment of medical necessity, and claim submissions consistent with State and Federal requirements.

CONTRACTOR shall submit an Invoice within thirty (30) days for each consumer which details the units of service provided and payment rate. The COUNTY shall pay the CONTRACTOR consistent with the certified public expenditure process required by 42 CFR 433.51.

It is understood that each claim is subject to audit for compliance with Federal and State regulations, and that COUNTY may be making payments in advance of said review. In the event that a Medi-Cal billable service is disapproved, COUNTY may, at its sole discretion, withhold compensation or offset from other payments due the amount of said disapproved services. CONTRACTOR shall be responsible for audit exceptions to ineligible dates of services or incorrect application of utilization review requirements.

2. CERTIFICATIONS

Community Care Licensing

CONTRACTOR shall receive and maintain throughout the term of this Agreement, licensing for Community Care in accordance to all federal, state and local laws. Upon certification by the State Department of Social Services CONTRACTOR agrees to furnish COUNTY a copy of the current license of operation.

Short-term Crisis Residential Treatment Program

CONTRACTOR shall receive and maintain throughout the term of this Agreement, certification as a Social Rehabilitation Program (Short-term Crisis Residential Treatment Program) and licensed as a Social Rehabilitation Facility or Community Care Facility as specified in CCR 1840.334. Certification shall be based on the twelve (12) month fiscal year period. Upon recertification by the State Department of Social Services CONTRACTOR agrees to furnish COUNTY a copy of the current license of operation.

Medi-Ca/

CONTRACTOR shall receive and maintain certification as an organizational provider of Medi-Cal specialty mental health services during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal specialty mental health services which are
claimed and notifying COUNTY's Health and Human Services Department QI/Managed Care Program Manager in writing of anticipated changes in service locations at least sixty (60) days prior to such change. CONTRACTOR shall be in full compliance with COUNTY's Medi-Cal Network/Organization/Provider Site Certification.

The storage and dispensing of medications on site shall be in compliance with all pertinent state and federal standards.

3. FINANCIAL STATEMENTS, RECORDS AND AUDITS

On-Site Reviews

In accordance with applicable law, agents of COUNTY and its Health and Human Services Agency may conduct periodic audits or reviews, including on-site audits or reviews, of performance under this Agreement. These audits or reviews may evaluate the following:

a. Level and quality of care and the medical necessity and appropriateness of the services provided.
b. Internal procedures for assuring efficiency, economy and quality of care.
c. Compliance with COUNTY's "Client Grievance Procedures".
d. Financial records when determined necessary to protect public funds.

e. CONTRACTOR shall make adequate office space available for the review team or auditors to meet and confer. Such space must be capable of being locked and secured to protect the work of the review team or auditors during the period of their review.
f. On-site reviews and audits shall occur during normal working hours with at least 72-hours advanced notice, except when such unannounced on-site reviews and requests for information are made in those exceptional situations where arrangements for an appointment beforehand are clearly not possible or clearly inappropriate to the nature of the intended review.
g. COUNTY's contract monitoring team and clinical managers will monitor ongoing program compliance through facility visits, consumer record review and financial record review. COUNTY Contract Monitors will visit facilities announced and unannounced.

Cost Reporting

For the first year of service, CONTRACTOR shall provide COUNTY with two copies of an accurate and complete six (6) month Cost Report, with a statement of expenses and revenue. The Annual Cost Report will be submitted in accordance with instructions from COUNTY and be broken out into services identified within each legal entity. Such reports will be due four (4) weeks after the six (6) months of services have passed. CONTRACTOR shall follow the same instructions as the Annual Cost Report.

For each Fiscal Year or portion thereof that this Agreement is in effect, CONTRACTOR shall provide COUNTY with two copies of an accurate and complete Annual Cost Report, with a statement of expenses and revenue. The Annual Cost Report will be submitted in accordance with instructions from COUNTY and be broken out into services identified within each legal entity. Such reports will be due no later than August 15th, unless a written extension is approved by COUNTY. Each Annual Cost Report shall be prepared by CONTRACTOR in accordance with the requirements set forth in the Short- Doyle/Medi-Cal Cost Reporting System Manual, applicable State manuals and/or training materials, and other written guidelines which may be provided to CONTRACTOR by COUNTY.
If CONTRACTOR fails to submit accurate and complete Annual Cost Report(s) by agreed upon submission date, then COUNTY shall not make any further payments to

CONTRACTOR under this Agreement or at COUNTY's option, other current or subsequent Agreements with COUNTY, until the accurate and complete Annual Cost Report(s) is (are) submitted.

In the event that CONTRACTOR does not submit accurate and complete Annual Cost Report(s) by the established due date, then all amounts covered by the outstanding Annual Cost Report(s) and paid by COUNTY to CONTRACTOR in the Fiscal Year for which the Annual Cost Report(s) is (are) outstanding may be demanded as due by CONTRACTOR to COUNTY.

Annual Cost Report Adjustment and Settlement

Based on the Annual Cost Report(s), at the end of each Fiscal Year or portion thereof that Agreement is in effect, the cost of all mental health services rendered hereunder shall be adjusted as follows:

a. Cost Reimbursement

Settled to the lesser of actual and allowable costs or charges, not to exceed the applicable Maximum Contract Amount. Reimbursement for Short-Doyle/Medi-Cal funded services shall not exceed the Schedule of Maximum Allowances (SMA) in effect at the time of service delivery.

b. County Audit Settlements:

If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of COUNTY conduct an audit of CONTRACTOR regarding the mental health services provided hereunder and if such audits finds that COUNTY's dollar liability for such services is less than payments made by COUNTY to CONTRACTOR, then the difference shall be due by CONTRACTOR to COUNTY. If such audit finds that COUNTY's dollar liability for such services provided hereunder is more than payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY by cash payment, provided that in no event shall COUNTY's Maximum Contract Amount for the applicable Fiscal Year be exceeded.

Payment Due To COUNTY/Method of Payment

Within ten days after written notification by COUNTY to CONTRACTOR of any amount due by CONTRACTOR to COUNTY, CONTRACTOR shall notify COUNTY as to which of the following six payment options CONTRACTOR requests to be used as the method by which such amount shall be recovered by COUNTY. Any such amount shall be: (1) paid in one cash payment by CONTRACTOR to COUNTY, (2) offset against prior year(s) liability (ies) to CONTRACTOR, (3) deducted from future claims over a period not to exceed three months, (4) deducted from any amounts due from COUNTY to CONTRACTOR whether under this Agreement or otherwise, (5) paid by cash payment(s) by CONTRACTOR to COUNTY over a period not to exceed three months, or (6) a combination of any or all of the above. If CONTRACTOR does not so notify COUNTY within ten days, or if CONTRACTOR fails to make payment of any such amount to COUNTY as required, then Director, in his sole discretion, shall determine which of the above six payment options shall be used by COUNTY for recovery of such amount from CONTRACTOR.

If CONTRACTOR, without good cause as determined in the sole judgment of Director, fails to pay COUNTY any amount due COUNTY under this Agreement within sixty days after the due date, as determined by Director or designee, then Director or designee, in their sole discretion and after written notice to CONTRACTOR, may assess interest charges at a rate equal to COUNTY's General Fund Rate, as determined by the COUNTY's Auditor-Controller, per day on the delinquent amount due commencing on the sixty-first day after the due date. CONTRACTOR shall have an opportunity to present to Director Information bearing on the issue of whether there is a good cause justification for CONTRACTOR's failure to pay COUNTY within sixty days after the due date. The interest charges shall be: (1) paid by CONTRACTOR to COUNTY by cash payment upon demand and/or (2) at the sole discretion of Director, deducted from any amounts due by COUNTY to CONTRACTOR whether under this Agreement or otherwise.

CONTRACTOR's Right to Administrative Hearing

Performance obligations assumed under this Agreement shall commence and terminate as indicated in this Agreement, and

shall apply to all psychiatric inpatient hospital admissions on or after the date of commencement. This Agreement shall continue until the date of termination, and the rights of termination. However, the terms of this Agreement shall continue to apply to any beneficiary receiving psychiatric inpatient hospital services at the date of termination. There shall be no entitlement to an administrative hearing pursuant to these sections. CONTRACTOR waives any claim it may have to such a hearing in consideration of the covenants, conditions and provisions of this Agreement.

Restriction on CONTRACTOR's Freedom to Assign Benefits Only Under this Agreement or to Engage in Organizational Change

COUNTY and CONTRACTOR hereby declare their mutual recognition that the subject matter of this Agreement is personal, being founded upon COUNTY's confidence in the reputation, type and location of facilities, and other personal attributes of CONTRACTOR. For this reason: Unless COUNTY has rendered prior written approval, any attempt by CONTRACTOR to make an assignment of the right to receive the contingent payment obligations of COUNTY under this Agreement shall operate as an express condition subsequent to those obligations, discharging COUNTY from what may otherwise have been a matured obligation of performance.

Should CONTRACTOR desire to make an assignment of rights under this Agreement, it shall submit a written application for approval to COUNTY. Such an application shall identify the proposed assignee and include a detailed explanation for the reason and basis of the proposed assignment. Should COUNTY be satisfied that the proposed assignment is consistent with the continued receipt of satisfactory performance on the part of CONTRACTOR, it shall be documented and approved in writing. The effective date of the assignment shall be the date upon which COUNTY issued written approval.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111 CN102355078--GAUES-24-25	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Central Star Behavioral Health, Inc. 1501 Hughes Way, Suite 150 Long Beach, CA 90810	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Endurance American Specialty Insurance Company — 41718 **INSURER B :** National Liability & Fire Insurance Company — 20052 **INSURER C :** Homesite Insurance Company **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** SEA-003311785-16 **REVISION NUMBER:** 8

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Hired & Non-Owned Auto Liab. X $1M per incident / $1M agg. GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	HAP30056989300	03/31/2024	03/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 1,000,000 $ 25,000
B	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			73APB008405	03/31/2024	03/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) COMP/COLL	$ 1,000,000 $ $ $ $ 1,000 / $1,000
C	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 25,000			XMC-146230290-00	03/31/2024	03/31/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability (Claims Made) (25k Deductible)			HAP30056989300 Retro Date: 3/1/2001	03/31/2024	03/31/2025	Each Incident Aggregate	1,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The County, its officers, officials, employees, and volunteers are included as additional insured where required by written contract with respect to general liability. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions, with respect to general liability. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions, with respect to general liability and automobile liability.

CERTIFICATE HOLDER

County of Mariposa
P. O. Box 905
Mariposa, CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh Risk & Insurance Services

© 1988-2016 ACORD CORPORATION. All rights reserved.

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH RISK & INSURANCE SERVICES	Central Star Behavioral Health, Inc. 1501 Hughes Way, Suite 150 Long Beach, CA 90810
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Sexual Misconduct (Claims Made)
Policy #: HAP30056989300
Insurer: Endurance American Specialty Ins Co.
Effective Date: 03/31/2024
Expiration Date: 03/31/2025
Limits:
Each Incident: $1,000,000
Aggregate: $1,000,000
Retroactive date 3/1/2001

2nd Excess Liability

Policy #: 9H-A7-PX-0002013-00
Insurer: Bridgeway Insurance Company
Effective/Exp Date: 3/31/24 - 3/31/25
Limit: $3M per claim / $3M aggregate excess $2M
Retention: $50,000
Retroactive date 3/1/2001

3rd Excess Liability

Insurer: Endurance American Specialty Insurance Company
Policy No. HAF30057274800
Effective/Exp Date 3/31/24 - 3/31/25
Limits: $5M per claim / $5M aggregate excess $5M
Retention: $50,000
Retroactive date 3/1/2001

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
500 N Brand Boulevard, Suite 100
Glendale CA 91203

License#: 0D69293

CONTACT NAME: Kimberly Kleinman
PHONE (A/C, No, Ext): 818.539.8619 **FAX (A/C, No):** 818.539.8719
E-MAIL ADDRESS: Kimberly_Kleinman@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Quality Comp Inc	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Central Star Behavioral Health, Inc.
4411 E. Kings Canyon Road, Bldg # 319
Fresno, CA 93702

STARBEH-01

COVERAGES **CERTIFICATE NUMBER:** 1053883718 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		0150690316	1/1/2024	1/1/2025	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage.

CERTIFICATE HOLDER

County of Mariposa
Human Services Department
Post Office Box 99
Mariposa CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Melissa Cruz

© 1988-2015 ACORD CORPORATION. All rights reserved.

RPS MONUMENT

QUALITY COMP

RE: Quality Comp, Inc.—Self-Insured Workers' Compensation Group

To Whom It May Concern:

As proof of workers' compensation coverage, I would like to provide you with the attached Certificate of Consent to Self-Insure issued to Quality Comp, Inc. by the California Department of Industrial Relations, Office of Self-Insurance Plans. This Certificate carries an effective date of December 1, 2004 and does not have an expiration date. The Quality Comp, Inc. program has excess insurance coverage with Safety National Casualty Corporation. Safety National is a fully licensed and admitted writer of Excess Workers' Compensation Insurance in the State of California (NAIC #15105). The company is rated "A++ Superior" Category "XV" by A.M. Best & Company.

Specific Excess Insurance

Excess Workers' Compensation: Statutory per occurrence excess of $500,000
Employers Liability: $1,000,000 Limit

Term of Coverage

Effective Date: January 1, 2024
Expiration: January 1, 2025

Please contact me if you have any questions or require additional information. Thank you.

Sincerely,

Jacqueline Harris

Jacqueline Harris
Director of Underwriting
RPS Monument

7 Great Valley Parkway | Suite 290
Malvern, PA 19355 | **T** 610.647.4466 | **F** 610.647.0662 | www.RPSins.com

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

NUMBER 4515

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That Quality Comp, Inc. (a CA corporation) has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause shown.*

EFFECTIVE:

THE 1st DAY OF December 2004

MARK T. JOHNSON MANAGER

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

JOHN M. REA DIRECTOR

* Revocation of Certificate.—"A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: *(a)* Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; *(b)* Discharging his compensation obligations in a dishonest manner; *(c)* Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him." (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Administrative Code, Group 2—Administration of Self-Insurance.

FORM A-4-10 A

87 45547

STATE OF CALIFORNIA
Gavin Newsom, Governor

DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF SELF-INSURANCE PLANS
11050 Olson Drive, Suite 230
Rancho Cordova,CA 95670
Phone No. (916) 464-7000
FAX (916) 464-7007

CERTIFICATION OF SELF-INSURANCE OF WORKERS' COMPENSATION

TO WHOM IT MAY CONCERN:

This certifies that Certificate of Consent to Self-Insure No. **4515** was issued by the Director of Industrial Relations to:

Quality Comp, Inc.

under the provisions of Section 3700, Labor Code of California with an effective date of **December 1, 2004.** The certificate is currently in full force and effective.

Dated at Sacramento, California
This day the 13th of December 2023

Lyn Asio Booz, Chief

ORIG: Jackie Harris
Director Of Underwriting
Risk Placement Services | Rps Monument
7 Great Valley Parkway
Malvern, Pa 19355

NUMBER : **4515 - 0084**

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

Central Star Behavioral Health, Inc.

(Name of Affiliate)

STATE OF INCORPORATION **CA**

Quality Comp, Inc.

(Master CertificateHolder)

STATE OF INCORPORATION **CA**

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure, holder of Master Certificate No, 4515.

This certificate may be revoked at any time for good cause shown.*

EFFECTIVE DATE : **March 1, 2016**

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

Lyn Asio Booz, Acting Chief

Christine Baker, Director

*Revocation of Certificate.--"A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of solvency of such employer, the inability of the employer to fulfill his obligations, or the practice of such employer or his agent in charge of the administration of obligations, under the this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him."(Section 3702 of Labor Code.) The Certificate may be revoked for non compliance with Title 8, California Administrative Code, Group 2 -- Administration of Self Insurance

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-253

MEETING: June 18, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve a Memorandum of Understanding (MOU), with Central California Alliance for Health, for Managed Medical Care Commission; and Authorize the Board of Supervisors Chair to Sign the MOU

RECOMMENDATION AND JUSTIFICATION

Approve a Memorandum of Understanding (MOU), with Central California Alliance for Health, for Managed Medical Care Commission; and Authorize the Board of Supervisors Chair to Sign the MOU.

This Memorandum of Understanding ("MOU") is entered into by Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, a California public entity, operating as Central California Alliance for Health ("MCP") and County of Mariposa, a local health department ("LHD"), effective as of January 1, 2024. MCP is required under the Medi-Cal Managed Care Contract Exhibit A, Attachment III, to enter into this MOU, a binding and enforceable contractual agreement, to ensure that Medi-Cal beneficiaries enrolled, or eligible to enroll, in MCP ("Members") are able to access and/or receive services in a coordinated manner from MCP and LHD

BACKGROUND AND HISTORY OF BOARD ACTIONS

Mariposa County and CCAH initiated discussions about feasibility and partnership in 2012. More recently, in 2019, Mariposa County reached out to CCAH to express interest in exploring collaboration for expanding CCAH's County Organized Health System Medi-Cal MCP services. CCAH's track record of successful operations in the region, coupled with its commitment to accessibility, quality, member engagement, and provider support, has piqued the County's interest in working closely together.
The Mariposa County Board of Supervisors took significant steps in healthcare management.
On September 28th, 2021, they adopted Ordinance 2021-ORD-1166, which introduced Chapter 2.114 to Title 2 of the Mariposa County Code. This chapter is titled the 'Santa Cruz-Monterey-Merced-San Benito-Mariposa Multi-County Managed Medical Care Commission'.
Earlier, on April 20th, 2021, the Board approved the submission of a Letter of Intent in collaboration with CCAH (Central California Alliance for Health). The purpose was to transition the county's Medi-Cal Managed Care (MCMC) plan to a County Organized Health System (COHS) model.
Subsequently, on August 10, 2021, the Board engaged in a discussion with Stephanie Sonnenshine, CEO of CCAH, to delve into the details of this transition. They outlined the necessary steps for implementing the new health plan.
Finally, on October 3rd, 2023, the Board of Supervisors voted to approve a sub-lease agreement between the Health and Human Services Agency (HHSA) and CCAH. This agreement pertains to office

space at the HHSA.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this MOU is not approved, all Medi-Cal beneficiaries enrolled in CCAH will face difficulty accessing needed mental health services. Additionally, it will inhibit MCBHRS from coordinating services across delivery systems. Lastly, this would result in our county being non-compliant with the DHCS requirement outlined in BHIN 23-056.

FINANCIAL IMPACT

There is no impact to the General Fund.

ATTACHMENTS

1. CCAH 2024-2024 Managed Care

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

ATTACHMENT F: LOCAL HEALTH DEPARTMENT MEMORANDUM OF UNDERSTANDING TEMPLATE

COVER PAGE

Memorandum of Understanding between Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, operating as Central California Alliance for Health and County of Mariposa

This Memorandum of Understanding ("MOU") is entered into by Santa Cruz-Monterey-Merced-San Benito-Mariposa Managed Medical Care Commission, a California public entity, operating as Central California Alliance for Health ("MCP**"**) and County of Mariposa, a local health department ("LHD"), effective as of January 1, 2024 ("Effective Date"). MCP, and LHD may be referred to herein as a "Party" and collectively as "Parties."

WHEREAS, MCP is required under the Medi-Cal Managed Care Contract Exhibit A, Attachment III, to enter into this MOU, a binding and enforceable contractual agreement, to ensure that Medi-Cal beneficiaries enrolled, or eligible to enroll, in MCP ("Members") are able to access and/or receive services in a coordinated manner from MCP and LHD;

WHEREAS, the Parties desire to ensure that Members receive services available through LHD direct service programs in a coordinated manner and to provide a process to continuously evaluate the quality of care coordination provided; and

WHEREAS, the Parties understand and agree that to the extent any data that is protected health information ("PHI") or personally identifiable information ("PII") exchanged in furtherance of this agreement originates from the California Department of Public Health ("CDPH") owned databases, LHD must comply with all applicable federal and State statutes and regulations and any underlying CDPH/LHD agreement terms and conditions that impose restrictions on access to, use of, and disclosure of that data.

In consideration of the mutual agreements and promises hereinafter, the Parties agree as follows:

1. Definitions. Capitalized terms have the meaning ascribed by MCP's Medi-Cal Managed Care Contract with the Department of Health Care Services ("DHCS"), unless otherwise defined herein. The Medi-Cal Managed Care Contract is available on the DHCS webpage at www.dhcs.ca.gov.

a. "MCP Responsible Person" means the person designated by MCP to oversee MCP coordination and communication with the LHD Responsible Person, facilitate quarterly meetings in accordance with Section 9 of and ensure MCP's compliance with this MOU as described in Section 4 of this MOU. It is recommended that this person be in a leadership position with decision-making authority and authority to effectuate improvements in MCP practices.

b. "MCP-LHD Liaison" means MCP's designated point of contact(s) responsible for acting as the liaison between MCP and LHD Program Liaison(s) as described in Section 4 of this MOU. The MCP-LHD Liaison(s) must ensure that the appropriate communication and care coordination are ongoing between the Parties, facilitate quarterly meetings in accordance with Section 10 of this MOU, and must provide updates to the MCP Responsible Person and/or MCP compliance officer as appropriate.

c. "LHD Responsible Person" means the person designated by LHD to oversee coordination and communication with MCP, facilitate quarterly meetings in accordance with Section 10 of this MOU, and ensure LHD's compliance with this MOU as described in Section 5 of this MOU. It is recommended that this person be in a leadership position with decision-making authority and authority to effectuate improvements in LHD practices.

d. "LHD Program Liaison" means LHD's designated point of contact(s) responsible for acting as the liaison between MCP and LHD as described in Section 5 of this MOU. The LHD Program Liaison(s) should ensure the appropriate communication and care coordination are ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and should provide updates to the LHD Responsible Person as appropriate.

2. Term. This MOU is in effect as of the Effective Date and continues for a term of three (3) years or as amended in accordance with Section 17.f of this MOU.

3. Services Covered by This MOU. This MOU governs the coordination between LHD and MCP for the delivery of care and services for Members who reside in LHD's jurisdiction and may be eligible for services provided, made available, or arranged for by LHD. The Parties are subject to additional requirements for specific LHD programs and services that LHD provides, which are listed in the applicable program-specific exhibits ("Program Exhibits"), each labeled with the specific program or service.

4. MCP Obligations.

a. **Provision of Covered Services.** MCP is responsible for authorizing Medically Necessary Covered Services and coordinating care for Members provided by MCP's Network Providers and other providers of carve-out programs, services and benefits, such as dental benefits.

b. **Oversight Responsibility.** The Medical Director (or designee), the designated MCP Responsible Person, listed in Exhibit A of this MOU, is responsible for overseeing MCP's compliance with this MOU. The MCP Responsible Person must:

i. Meet at least quarterly with the LHD Responsible Person and LHD Program Liaisons, as required by Section 10 of this MOU;

ii. Report no less frequently than quarterly on MCP's compliance with the MOU to MCP's compliance officer who is responsible for MOU compliance oversight reports as part of MCP's compliance program and must address any compliance deficiencies in accordance with MCP's compliance program policies;

iii. Ensure there is sufficient staff at MCP who support compliance with and management of this MOU;

iv. Ensure the appropriate level of MCP leadership (i.e., persons with decision-making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from LHD are invited to participate in the MOU engagements, as appropriate;

v. Ensure training and education regarding MOU provisions are conducted annually for MCP's employees responsible for carrying out activities under this MOU, and as applicable for Subcontractors, Downstream Subcontractors, and Network Providers; and

vi. Serve, or may designate a person at MCP to serve, as the MCP- LHD Liaison, the point of contact and liaison with LHD or LHD programs. The MCP-LHD Liaison is listed in Exhibit A of this MOU. MCP must notify LHD of any changes to the MCP-LHD Liaison in writing as soon as reasonably practical but no later than the date of change and must notify DHCS within five Working Days of the change.

c. **Compliance by Subcontractors, Downstream Subcontractors, and Network Providers.** MCP must require and ensure that its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

5. LHD Obligations.

a. **Provision of Services.** LHD is responsible for services provided or made available by LHD.

b. **Oversight Responsibility.** The designated LHD Responsible Person, listed in Exhibit B of this MOU, is responsible for overseeing LHD's compliance with this MOU. It is recommended that this person be in a leadership capacity with decision-making authority on behalf of LHD. LHD must designate at least one person to serve as the designated LHD Program Liaison, the point of contact and liaison with MCP, for the programs relevant to this MOU. It is recommended that this person be in a leadership capacity at the program level. The LHD Program Liaison(s) is listed in Exhibit B of this MOU. LHD may designate a liaison(s) by program or service line. LHD must notify MCP of changes to the LHD Program Liaison(s) as soon as reasonably practical but no later than the date of change, except when such prior notification is not possible, in which case, notice should be provided within five Working Days of the change.

6. Training and Education.

a. To ensure compliance with this MOU, each party must provide training and orientation for its employees who carry out responsibilities under this MOU and, as applicable, for its Network Providers, Subcontractors, and Downstream Subcontractors who assist it with carrying out its responsibilities under this MOU. The training must include information on MOU requirements, what services are provided or arranged for by each Party, and the policies and procedures outlined in this MOU. For persons or entities performing these responsibilities as of the Effective Date, each party must provide this training within 60 Working Days of the Effective Date. Thereafter, each party must provide this training prior to any such person or entity performing responsibilities under this MOU and to all such persons or entities at least annually thereafter. Each party must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements, programs and services to its Network Providers.

b. In accordance with health education standards required by the Medi-Cal Managed Care Contract, MCP must provide educational materials to Members and

Network Providers related to accessing Covered Services, including for services provided by LHD.

c. MCP must provide LHD, Members, and Network Providers with training and/or educational materials on how MCP's Covered Services and carved-out services may be accessed, including during nonbusiness hours.

7. Referrals.

a. **Referral Process**. The Parties must work collaboratively to develop policies and procedures that ensure Members are referred to the appropriate LHD program.

i. The Parties must facilitate referrals to the relevant LHD program for Members who may potentially meet the criteria of the LHD program and must ensure the LHD program has procedures for accepting referrals from MCP or responding to referrals where LHD programs cannot accept additional Members. Where applicable, such decisions should be made through a patient-centered, shared decision-making process. LHD should facilitate MCP referrals to LHD services or programs by assisting MCP in identifying the appropriate LHD program and/or should provide referral assistance when it is required.

ii. MCP must refer Members to LHD for direct service programs as appropriate including, without limitation, those set forth in Section 13.

iii. LHD should refer Members to MCP for any Community Supports services or additional care management programs for which they may qualify, such as Enhanced Care Management ("ECM") or Complex Case Management ("CCM"). However, if LHD is an ECM Provider pursuant to a separate agreement between MCP and LHD for ECM services, this MOU does not govern LHD's provision of ECM services.

iv. LHD should refer Members to MCP for Covered Services.

8. Care Coordination and Collaboration.

a. **Care Coordination.**

i. The Parties must adopt policies and procedures for coordinating Members' access to care and services that incorporate all the specific requirements set forth in this MOU, including those in the Program Exhibits.

ii. The Parties must discuss and address individual care coordination issues or barriers to care coordination efforts at least quarterly.

iii. MCP must have policies and procedures in place to maintain collaboration with LHD and to identify strategies to monitor and assess the effectiveness of this MOU.

9. Blood Lead Screening/Follow-up Testing and Lead Case Management.

a. **Blood Lead Screening and Follow-up Testing.**

i. MCP must cover and ensure the provision of blood lead screenings and Medically Necessary follow up testing as indicated for Members at ages one (1) and two (2) in accordance with Cal. Code Regs. tit. 17 Sections 37000 – 37100, the

Medi-Cal Managed Care Contract, and APL 20-016, or any superseding APL.

ii. MCP must coordinate with its Network Providers to determine whether eligible Members have received blood lead screening and/or any Medically Necessary follow-up blood lead testing. If eligible Members have not received blood lead screening or indicated follow-up testing, MCP must arrange for and ensure each eligible Member receives blood lead screening and any indicated follow-up blood lead testing.

iii. MCP must identify, at least quarterly, all Members under six years of age with no record of receiving a required blood lead screening and/or Medically Necessary follow-up blood lead tests in accordance with CDPH requirements[2] and must notify the Network Provider or other responsible provider of the requirement to screen and/or test Members in accordance with requirements set forth in the Medi-Cal Managed Care Contract.

iv. MCP must ensure that its Network Providers, including laboratories analyzing for blood lead, report instances of elevated blood lead levels as required by Cal. Health & Safety Code Section 124130.

v. To the extent LHD, in the administration of a program or service is made aware that the child enrolled in MCP has not had a blood lead screening and to the extent that LHD resources allow, LHD will notify MCP of the need for the child to be screened.

vi. If the Member refuses the blood lead screening test, MCP must comply with the requirements set forth in the Medi-Cal Managed Care Contract to ensure a statement of voluntary refusal by the Member (if an emancipated minor) or the parent(s) or guardian(s) of the Member is documented in the Member's Medical Record.

---

[1] CalAIM Population Health Management Policy Guide available at: https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Policy-Guide.pdf

[2] For more information see CDPH Childhood Lead Poisoning Prevention Branch, *Standard of Care on Screening for Childhood Lead Poisoning*, available at: https://www.cdph.ca.gov/Programs/CCDPHP/DEODC/CLPPB/Pages/screen_regs_3.aspx

b. **Case Management for Elevated Blood Lead Levels**

i. Where case management for elevated blood lead levels is provided by the Childhood Lead Poisoning Prevention Branch ("CLPPB") and administered by Care Management Section staff at CDPH, MCP must coordinate directly with the CLPPB to address barriers to care coordination, case management, or other matters related to services for children with elevated blood lead levels.

ii. Where case management for elevated blood lead levels is provided by LHD as a contracted entity with the CDPH CLPPB, and to the extent LHD resources allow, MCP must coordinate with the LHD Program Liaison, as necessary and applicable, to address barriers to care coordination, case management, or other matters related to services for children with elevated blood lead levels.

10. Quarterly Meetings.

a. The Parties must meet as frequently as necessary to ensure proper oversight of this MOU, but not less frequently than quarterly in order to address care coordination, Quality Improvement ("QI") activities, QI outcomes, systemic and case-specific concerns, and communication with others within their organizations about such activities. These meetings may be conducted virtually.

i. Within 30 Working Days after each quarterly meeting, MCP must post on its website the date and time the quarterly meeting occurred and, as applicable, distribute to meeting participants a summary of any follow-up action items or changes to processes that are necessary to fulfill MCP's obligations under the Medi-Cal Managed Care Contract and this MOU.

ii. MCP must invite the LHD Responsible Person, LHD Program Liaison(s), and LHD executives, to participate in MCP quarterly meetings to ensure appropriate committee representation, including a local presence, and to discuss and address care coordination and MOU-related issues. Subcontractors and Downstream Subcontractors, as well as other LHD program staff should be permitted to participate in these meetings, as appropriate.

iii. MCP must report to DHCS updates from quarterly meetings in a manner and at a frequency specified by DHCS.

b. **Local Representation.** MCP, represented by the MCP-LHD Liaison, must participate, as appropriate, at meetings or engagements to which MCP is invited by LHD, such as local county meetings, local community forums, and LHD engagements, to collaborate with LHD in equity strategy and wellness and prevention activities.

11. Quality Improvement. The Parties must develop QI activities specifically for the oversight of the requirements of this MOU, including, without limitation any applicable performance measures and QI initiatives, including those to prevent duplication of services, as well as reports that track referrals, Member engagement, and service utilization. MCP must document these QI activities in policies and procedures.

12. Population Needs Assessment ("PNA"). MCP will meet the PNA requirements by demonstrating meaningful participation in LHD's Community Health Assessments and Community Health Improvement Plans processes in the service area(s) where MCP operates.[3] MCP must coordinate with LHD to develop a process to implement DHCS guidance regarding the PNA requirements once issued. MCP must work collaboratively with LHD to develop and implement a process to ensure that MCP and LHD comply with the applicable provisions of the PNA guidance within 90 days of issuance.

13. Non-Contracted LHD Services. If LHD does not have a separate Network Provider Agreement with MCP and provides any of the following services as an out-of-network provider:

a. sexually transmitted infection ("STI") screening, assessment, and/or treatment;
b. family planning services;
c. immunizations; and
d. HIV testing and counseling

MCP must reimburse LHD for these services at no less than the Medi-Cal Fee-For-Service ("FFS") rate as required by the Medi-Cal Managed Care Contract and as described in Exhibit C of this MOU.

14. Data Sharing and Confidentiality. The Parties must implement policies and procedures to ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU are exchanged timely, maintained securely and confidentially, and in compliance with the requirements set forth below. The Parties must share information in compliance with applicable law, which may include the Health Insurance Portability and Accountability Act and its implementing regulations, as amended ("HIPAA"), 42 Code of Federal Regulations Part 2, and other State and federal privacy laws.

a. **Data Exchange.** MCP must, and LHD is encouraged to, share the minimum necessary data and information to facilitate referrals and coordinate care under this MOU. The Parties must have policies and procedures for supporting the timely and frequent exchange of Member information and data, which may include Member demographic, behavioral, dental and physical health information, diagnoses, progress notes, assessments, medications prescribed, laboratory results, and known changes in condition that may adversely impact the Member's health and/or welfare and that are relevant to the services provided or arranged for by LHD; for ensuring the confidentiality of exchanged information and data; and, if necessary, for obtaining Member consent. The minimum necessary information and data elements to be shared as agreed upon by the Parties are set forth in Exhibit G of this MOU. The Parties must annually review and, if appropriate, update Exhibit G to facilitate sharing of information and data.

[3] CalAIM: Population Health Management Policy Guide (updated August 2023), available at: https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Policy-Guide-August-Update081723.pdf

i. MCP must, and LHD is encouraged to, share information necessary to facilitate referrals as described in Section 7 and further set forth in the Program Exhibits. The data elements to be shared must be agreed upon jointly by the Parties, reviewed annually, and set forth in this MOU.

ii. Upon request, MCP must provide the immunization status of the Members to LHD pursuant to the Medi-Cal Managed Care Contract and as may be described in Exhibit G.

b. **Interoperability.** MCP must make available to Members their electronic health information held by MCP pursuant to 42 Code of Federal Regulation Section 438.10 and in accordance with APL 22-026. MCP must make available an application program interface that makes complete and accurate Network Provider directory information available through a public-facing digital endpoint on MCP's website pursuant to 42 Code of Federal Regulation Sections 438.242(b) and 438.10(h).

15. Dispute Resolution.

a. The Parties must agree to dispute resolution procedures such that in the event of any dispute, difference of opinion regarding the Party responsible for service coverage arising out of or relating to this MOU, the Parties must attempt, in good faith, to promptly resolve the dispute mutually between themselves. MCP must, and LHD should, document the agreed-upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, MCP and LHD must continue without delay to carry out all their responsibilities under this MOU, including providing Members with access to services under this MOU, unless this MOU is terminated. If the dispute cannot be resolved within 15 Working Days of initiating such dispute or such other period as may be mutually agreed to by the Parties in writing, either Party may pursue its available legal and equitable remedies under California law.

b. Disputes between MCP and LHD that cannot be resolved in a good faith attempt between the Parties must be forwarded by MCP to DHCS and may be forwarded by LHD to DHCS. Until the dispute is resolved, the Parties may agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided.

c. Nothing in this MOU or provision constitutes a waiver of any of the government claim filing requirements set forth in Title I, Division 3.6, of the California Government Code or as otherwise set forth in local, State, or federal law.

16. Equal Treatment. Nothing in this MOU is intended to benefit or prioritize Members over persons served by LHD who are not Members. Pursuant to Title VI, 42 United States Code Section 2000d, et seq., LHD cannot provide any service, financial aid, or other benefit to an individual that is different, or is provided in a different manner, from that provided to others by LHD.

17. General.

a. **MOU Posting.** MCP must post this executed MOU on its website.

b. **Documentation Requirements.** MCP must retain all documents demonstrating compliance with this MOU for at least 10 years as required by the Medi-Cal Managed Care Contract. If DHCS requests a review of any existing MOU, MCP must submit the requested MOU to DHCS within 10 Working Days of receipt of the request.

c. **Notice.** Any notice required or desired to be given pursuant to or in connection with this MOU must be given in writing, addressed to the noticed Party at the Notice Address set forth below the signature lines of this MOU. Notices must be (i) delivered in person to the Notice Address; (ii) delivered by messenger or overnight delivery service to the Notice Address; (iii) sent by regular United States mail, certified, return receipt requested, postage prepaid, to the Notice Address; or (iv) sent by email, with a copy sent by regular United States mail to the Notice Address. Notices given by in-person delivery, messenger, or overnight delivery service are deemed given upon actual delivery at the Notice Address. Notices given by email are deemed given the day following the day the email was sent. Notices given by regular United States mail, certified, return receipt requested, postage prepaid, are deemed given on the date of delivery indicated on the return receipt. The Parties may change their addresses for purposes of receiving notice hereunder by giving notice of such change to each other in the manner provided for herein.

d. **Delegation.** MCP may delegate its obligations under this MOU to a Fully Delegated Subcontractor or Partially Delegated Subcontractor as permitted under the Medi-Cal Managed Care Contract, provided that such Fully Delegated Subcontractor or Partially Delegated Subcontractor is made a Party to this MOU. Further, the Parties may enter into Subcontractor Agreements or Downstream Subcontractor Agreements that relate directly or indirectly to the performance of MCP's obligations under this MOU. Other than in these circumstances, MCP cannot delegate the obligations and duties contained in this MOU.

e. **Annual Review.** MCP must conduct an annual review of this MOU to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined within are required. MCP must provide DHCS evidence of the annual review of this MOU as well as copies of any MOU modified or renewed as a result.

f. **Amendment.** This MOU may only be amended or modified by the Parties through a writing executed by the Parties. However, this MOU is deemed automatically amended or modified to incorporate any provisions amended or modified in the Medi- Cal Managed Care Contract, or as required by applicable law or any applicable guidance issued by a State or federal oversight entity.

g. **Governance.** This MOU is governed by and construed in accordance with the laws of the State of California.

h. **Independent Contractors.** No provision of this MOU is intended to create, nor is any provision deemed or construed to create any relationship between LHD and MCP other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this MOU. Neither LHD nor MCP, nor any of their respective contractors, employees, agents, or representatives, is construed to be the contractor, employee, agent, or representative of

the other.

i. **Counterpart Execution.** This MOU may be executed in counterparts, signed electronically and sent via PDF, each of which is deemed an original, but all of which, when taken together, constitute one and the same instrument.

j. **Superseding MOU.** This MOU constitutes the final and entire agreement between the Parties and supersedes any and all prior oral or written agreements, negotiations, or understandings between the Parties that conflict with the provisions set forth in this MOU. It is expressly understood and agreed that any prior written or oral agreement between the Parties pertaining to the subject matter herein is hereby terminated by mutual agreement of the Parties.

The Parties represent that they have authority to enter into this MOU on behalf of their respective entities and have executed this MOU as of the Effective Date.

MCP CEO or Responsible Person

Signature:
Name: Michael Schrader
Title: CEO
Notice Address:
1600 Green Hills Road, Suite 101
Scotts Valley, CA 95066-4981

LHD Director or Responsible Person

Signature:
Name: Joe Lynch
Title: Director, Mariposa HHSA
Notice Address:
5362 Lemee Lane
Mariposa, CA 95338

COUNTY OF MARIPOSA

_____
Miles Menetrey, Chair
Board of Supervisors

COUNTERSIGNED:
(Government Code §25103)

_____
Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____
Steven W. Dahlem
County Counsel

Exhibits A and B.

[Placeholder for Exhibits to contain MCP and LHD Program Liaisons as referenced in Sections 4.b and 5.b of this MOU]

Programs (e.g., California Children's Services)	Designated MCP Liaison	Designated LHD Program Liaison(s)
California Childrens Services (CCS)	Kelsey Riggs, RN – Complex Case Management Manager kriggs@ccah-alliance.org	Rebecca Ballanger rballinger@mariposacounty.org 1-209-966-6701 Margarita is back-up.
Maternal Child & Adolescent Health (MCAH)	Desirre Herrera – Quality and Health Programs Manager dherrera@ccah-alliance.org	Margarita King margaritaking@mariposacounty.org 1-209-966-6646
Tuberculosis ("TB") Care Coordination	Kristynn Sullivan – Program Development Director ksullivan@ccah-alliance.org	Margarita King margaritaking@mariposacounty.org 1-209-966-6646
Sexually Transmitted Infections ("STI") Services, Family Planning, and HIV Testing and Counseling	Kristynn Sullivan – Program Development Director ksullivan@ccah-alliance.org	Margarita King margaritaking@mariposacounty.org 1-209-966-6646
Immunizations	Navneet Sachdeva, Pharm D – Pharmacy Director nsachdeva@ccah-alliance.org	Margarita King margaritaking@mariposacounty.org 1-209-966-6646
Data Exchange and Interoperability	Kristynn Sullivan – Program Development Director ksullivan@ccah-alliance.org	Imrinder Toor itoor@mariposacounty.org 1-209-966-2000 Margarita is back-up.

[Notation: The Parties should each list their designated Responsible Person(s) and liaison(s) by name and contact information in this Exhibit. For example, if LHD has different persons designated to act as the liaison for CCS and Blood Lead Screening, each should be listed in this Exhibit by name, contact information, and designated role.]

Exhibit C. Non-Contracted LHD Services.

This Exhibit C governs LHD's provision of any of the services listed below only to the extent that such services are provided by LHD as a non-contracted Provider of MCP Covered Services. If LHD has a Network Provider Agreement with MCP pursuant to which any of these services are covered, such Network Provider Agreement governs.

a. Immunizations. MCP is responsible for providing all immunizations to Members recommended by the Centers for Disease Control and Prevention ("CDC") Advisory Committee on Immunization Practices ("ACIP") and Bright Futures/American Academy of Pediatrics ("AAP") pursuant to the Medi-Cal Managed Care Contract and must allow Members to access immunizations through LHD regardless of whether LHD is in MCP's provider network, and MCP must not require prior authorization for immunizations from LHD.

i. MCP must reimburse LHD for immunization services provided under this MOU at no less than the Medi-Cal FFS rate.

ii. MCP must reimburse LHD for the administration fee for immunizations given to Members who are not already immunized as of the date of immunization, in accordance with the terms set forth in APL 18-004.

b. Sexually Transmitted Infections ("STI") Services, Family Planning, and HIV Testing and Counseling. MCP must ensure Members have access to STI testing and treatment, family planning, and HIV testing and counseling services, including access through LHD pursuant to 42 United States Code Sections 1396a(a)(23) and 1396n(b) and 42 Code of Federal Regulations Section 431.51.

i. MCP must not require prior authorization or referral for Members to access STI, family planning or HIV testing services.

ii. MCP must reimburse LHD for STI services under this MOU at a rate no less than the Medi-Cal FFS rate for the diagnosis and treatment of an STI episode, as defined in Policy Letter No. 96-09.

iii. MCP must reimburse LHD for family planning services at a rate no less than the appropriate Medi-Cal FFS rate for services listed in Medi-Cal Managed Care Contract (Specific Requirements for Access to Program and Covered Services), provided to Members of childbearing age to temporarily or permanently prevent or delay pregnancy.

iv. If LHD provides HIV testing and counseling services to Members, MCP, in accordance with the Medi-Cal Managed Care Contract and federal law, including, but not limited to, 42 U.S.C. §§ 1396a(a)(23) and 1396n(b) and 42 Code of Federal Regulations Section 431.51, must reimburse LHD at a rate no less than the Medi-Cal FFS rate for such services as defined in PL § 96-09.

c. Reimbursement. MCP must reimburse the aforementioned STI testing and treatment, family planning, and HIV testing and counseling services only if LHD submits to MCP the appropriate billing information and either treatment records or documentation of a Member's refusal to release medical records to MCP.

Exhibit D. Tuberculosis ("TB") Screening, Diagnosis, Treatment, and Care Coordination.

1. **Parties' Obligations.**

a. MCP must ensure access to care for latent tuberculosis infection ("LTBI") and active TB disease and coordination with LHD TB Control Programs for Members with active tuberculosis disease, as specified below.

b. MCP must arrange for and coordinate outpatient diagnostic and treatment services to all Members with suspected or active TB disease to minimize delays in initiating isolation and treatment of infectious patients. These outpatient services include physical examination, drug therapy, laboratory testing, and radiology.

c. MCP must consult with LHD to assess the risk of noncompliance with drug therapy for each Member who requires placement on anti-TB drug therapy, in accordance with the Medi-Cal Managed Care Contract.

2. **Care Coordination.**

a. **LTBI Testing and Treatment.**

i. TB Risk Assessment. MCP must provide screening through Network Providers for LTBI in all Members with risk factors for TB infection as recommended by the U.S. Preventive Services Task Force ("USPSTF") and the AAP.[4] The CDPH TB Risk Assessment Tools[5] should be used to identify adult and pediatric patients at risk for TB.

ii. TB Testing. MCP should encourage Network Providers to offer TB testing to Members who are identified with risk factors for TB infection and should recommend the Interferon Gamma Release Assay ("IGRA") blood test for Members when screening for LTBI in order to comply with current standards outlined by the CDC, CDPH, the California TB Controllers Association,[6] and/or the American Thoracic Society ("ATS")[7] for conducting TB screening.

iii. Other Diagnostic Testing and Treatment. MCP must arrange for and coordinate outpatient diagnostic and treatment services to all Members with LTBI. These outpatient services include physical examination, drug therapy, laboratory testing, and radiology.

---

[4] AAP, Red Book Report of the Committee on Infectious Diseases, 32nd Ed., available at: https://publications.aap.org/redbook/book/347/chapter/5748923/Introduction

[5] CDPH, TB Risk Assessment Tools, available at: https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Risk-Assessment.aspx

[6] California Tuberculosis Controllers Association ("CTCA"), Latent Tuberculosis Infection Guidance for Preventing Tuberculosis in California, available at: https://ctca.org/guidelines/guidelines-latent-tuberculosis-infection-guideline/

[7] ATS/Infectious Diseases Society of America/CDC Clinical Practice Guidelines: Diagnosis of Tuberculosis in Adults and Children, available at: https://www.thoracic.org/statements/resources/tb-opi/diagnosis-of-tuberculosis-in-adults-and-children.PDF

iv. LTBI Treatment. MCP should instruct Network Providers to ensure Members have access to LTBI treatment in accordance with the updated 2023 USPSTF Recommendation[8] and CDC LTBI Treatment Guidelines[9], which recommend treating individuals diagnosed with LTBI.

b. **Reporting of Known or Suspected Active TB Cases.**

i. MCP must require Network Providers to report to LHD by electronic transmission, phone, fax, and/or the Confidential Morbidity Report[10] known or suspected cases of active TB disease for any Member residing within Mariposa County within one day of identification in accordance with Cal. Code Regs. tit. 17 Section 2500.

ii. MCP must obtain LHD's Health Officer (or designee's) approval in the jurisdiction where the hospital is located, prior to hospital discharge or transfer of any patients with known or suspected active TB disease.[11]

c. **Active TB Disease Testing and Treatment.**

i. MCP is encouraged to ensure Members are referred to specialists with TB experience (e.g., infectious disease specialist, pulmonologist) or to LHD's TB clinic, when needed or applicable.

ii. **Treatment Monitoring**. MCP must provide Medically Necessary Covered Services to Members with TB, such as treatment monitoring, physical examinations, radiology, laboratory, and management of drug adverse events, including but not limited to the following:

1. Requiring Network Providers to obtain at least monthly sputum smears and cultures for acid-fast bacillus until there is a documented conversion to negative culture and referring patients unable to spontaneously produce sputum specimens to sputum induction or BAL, as needed.

2. Promptly submitting initial and updated treatment plans to LHD at least every three months until treatment is completed.

3. Reporting to LHD when the patient does not respond to treatment or misses an appointment.

4. Promptly reporting drug susceptibility results to LHD and ensuring access to rapid molecular identification and drug resistance testing during diagnosis and treatment as recommended by LHD.

---

[8] US Preventive Services Task Force, Screening for Latent Tuberculosis Infection in Adults (May 2, 2023): https://jamanetwork.com/journals/jama/fullarticle/2804319?utm_campaign=articlePDF&utm_medium=articlePDFlink&utm_source=articlePDF&utm_content=jama.2023.3954

[9] CTCA, Latent Tuberculosis Infection Guidance for Preventing Tuberculosis in California, available at: https://ctca.org/guidelines/guidelines-latent-tuberculosis-infection-guideline/.

[10] CDPH, TB Confidential Morbidity Report, available at: https://www.cdph.ca.gov/CDPH%20Document%20Library/ControlledForms/cdph110b.pdf.

[11] Cal. Health & Safety Code Sections 121365 and 121367 grant local health officers with the authority to issue any orders deemed necessary to protect the public health which may include authorizing the removal to, detention in, or admission into, a health facility or other treatment facility.

iii. Treatment.

1. LHD and MCP must coordinate the provision of medication prescriptions for each Member to fill at an MCP-approved pharmacy.

2. LHD should coordinate the provision of TB treatment and related services, including for the provision of a treatment plan, with the Member's primary care physician ("PCP") or other assigned clinical services provider.

3. LHD and MCP will coordinate the inpatient admission of Members being treated by LHD for TB.

iv. Case Management.

1. LHD is encouraged to refer Members to MCP for ECM and Community Supports when LHD assesses the Member and identifies a need. MCP is encouraged to require its Network Providers to refer all Members with suspected or active TB disease, to the LHD Health Officer (or designee) for Directly Observed Therapy ("DOT") evaluation and services.

2. MCP must continue to provide all Medically Necessary Covered Services to Members with TB receiving DOT.

3. MCP must assess Members with the following conditions or characteristics for potential noncompliance and for consideration for DOT: substance users, persons with mental illness; the elderly, child, and adolescent Members; persons with unmet housing needs; persons with complex medical needs (e.g., end-stage renal disease, diabetes mellitus); and persons with language and/or cultural barriers. If a Member's Network Provider believes that a Member with one or more of these risk factors is at risk for noncompliance, MCP must refer the Member to LHD for DOT.

4. LHD is responsible for assigning a TB case manager to notify the Member's PCP of suspected and active TB cases, and the TB case manager must be the primary LHD contact for coordination of care with the PCP or a TB specialist, whomever is managing the Member's treatment.

5. MCP should provide LHD with the contact information for the MCP-LHD Liaison to assist with coordination between the Network Provider and LHD for each diagnosed TB patient, as necessary.

6. LHD is responsible for assigning a TB case manager to notify the designated Network Provider of suspected and active cases, and the TB case manager must be the primary LHD contact for coordination of care with Network Providers.

d. **Case and Contact Investigations.**

i. As required by Cal. Health & Safety Code Sections 121362 and 121363, MCP must ensure that Network Providers share with LHD any testing, evaluation, and treatment information related to LHD's contact and/or outbreak investigations. The Parties must cooperate in conducting contact and outbreak investigations.

ii. LHD is responsible for conducting contact investigation activities for all persons with suspected or confirmed active TB in accordance with Cal. Health &

Safety Code Sections 121363 and 121365 and CDPH/CTCA contact investigations guidelines,[12] including:

1. Identifying and ensuring recommended testing, examination, and other follow-up investigation activities for contacts with suspected or confirmed active cases;

2. Communicating with MCP's Network Providers about guidance for examination of contacts and chemoprophylaxis; and

3. Working with Network Providers to ensure completion of TB evaluation and treatment.

iii. MCP is responsible for ensuring its Network Providers cooperate with LHD in the conduct of contact investigations,[13] including:

1. Providing medical records as requested and specified within the time frame requested;

2. Ensuring that its case management staff will be available to facilitate or coordinate investigation activities on behalf of MCP and its Network Providers, including requiring its Network Providers to provide appropriate examination of Members identified by LHD as contacts within seven days;

3. Ensuring Member access to LTBI testing and treatment and following LTBI Treatment Guidelines published by the CDC.[14]

4. Requiring that its Network Providers to provide the examination results to LHD within one day for positive TB results, including:

(a) Results of IGRA or tuberculin tests conducted by Network Providers;

(b) Radiographic imaging or other diagnostic testing, if performed; and

(c) Assessment and diagnostic/treatment plans, following evaluation by the Network Provider.

3. Quality Assurance and Quality Improvement. MCP must consult regularly with LHD to develop outcome and process measures for care coordination as required by this Exhibit D for the purpose of measurable and reasonable quality assurance and improvement.

---

[12] CDPH/CTCA Guidelines for the Assessment of Tuberculosis Patient Infectiousness and Placement into High and Lower Risk Settings, available at: https://ctca.org/wp-content/uploads/2018/11/ctcaciguidelines117_2.pdf; CDPH TB Control Branch, Resources for Local Health Departments, available at: https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Resources-for-LHDs.aspx

[13] Cal. Health & Safety Code Section 121350-121460 (standards for tuberculosis control).

[14] CDC, Latent Tuberculosis Infection Resources, available at: https://www.cdc.gov/tb/publications/ltbi/ltbiresources.htm

Exhibit E. Maternal Child and Adolescent Health.

This Exhibit E governs the coordination between LHD Maternal, Child and Adolescent Health Programs ("MCAH Programs") and MCP for the delivery of care and services to Members who reside in LHD's service area and may be eligible for one or more MCAH Program to the extent such programs are offered by LHD. These MCAH programs include, but are not limited to, the Black Infant Health Program, the Adolescent Family Life Program, the California Home Visiting Program, and/or the Children and Youth with Special Health Care Needs Program.

1. **Parties' Obligations.**

a. Per service coverage requirements under Medi-Cal for Kids and Teens, previously known as Early and Periodic Screening, Diagnostic, and Treatment ("EPSDT"),[15] MCP must ensure the provision of all screening, preventive, and Medically Necessary diagnostic and treatment services for Members under 21 years of age.

b. The MCP Responsible Person serves, or may designate a person at MCP to serve, as the day-to-day liaison with LHD specifically for MCAH Programs (e.g., the MCP-MCAH Liaison); the MCP-MCAH Liaison is listed in Exhibit A (the designated person may be the same as the MCP-LHD Liaison). MCP must notify LHD of any changes to the MCP-MCAH Liaison in accordance with Section 4 of this MOU.

c. To the extent that programs are offered by LHD and to the extent LHD resources allow, LHD must administer MCAH Programs, funded by CDPH, in accordance with CDPH guidance set forth in the Local MCAH Programs Policies and Procedures manual[16] and other guidance documents.

d. The LHD Responsible Person may also designate a person to serve as the day-to-day liaison with MCP specifically for one or more MCAH Programs (e.g., LHD Program Liaison(s)); the LHD Program Liaison(s) is listed in Exhibit B. LHD must notify MCP of changes to the LHD Program Liaison in accordance with Section 5 of this MOU.

2. **Referrals to, and Eligibility for and Enrollment in, MCAH Programs.**

a. MCP must coordinate, as necessary, with the Network Provider, Member, and MCAH Program to ensure that the MCAH Program receives any necessary information or documentation to assist the MCAH Program with performing an eligibility assessment or enrolling a Member in an MCAH Program.

b. MCP must collaborate with LHD to update referral processes and policies designed to address barriers and concerns related to referrals to and from MCAH Programs.

---

[15] Additional guidance available in APL 23-005: https://www.dhcs.ca.gov/formsandpubs/Documents/MMCDAPLsandPolicyLetters/APL2023/APL23-005.pdf

[16] CDPH, Local MCAH Programs Policies and Procedures (updated May 2023), available at: https://www.cdph.ca.gov/Programs/CFH/DMCAH/LocalMCAH/CDPH%20Document%20Library/MCAH-Policies-and-Procedures.pdf

c. LHD is responsible for providing MCP with information regarding how MCP and its Network Providers can refer to an MCAH Program, including, as applicable, referral forms, links, fax numbers, email addresses, and other means of making and sending referrals to MCAH Programs. LHD is responsible for working with MCP, as necessary, to revise referral processes and to address barriers and concerns related to referrals to MCAH Programs.[17]

d. LHD is responsible for the timely enrollment of, and follow-up with, Members eligible for MCAH Programs in accordance with MCAH Programs' enrollment practices and procedures and to the extent LHD resources allow. LHD must assess Member's eligibility for MCAH Programs within five (5) Working Days of receiving a referral.

e. LHD is responsible for coordinating with MCAH Programs to conduct the necessary screening and assessments to determine Members' eligibility for and the availability of one or more MCAH Programs and coordinate with MCP and/or its Network Providers as necessary to enroll Members.[18]

f. LHD MCAH Programs are not entitlement programs and may deny or delay enrollment if programs are at capacity.

3. Care Coordination and Collaboration.

a. MCP and LHD must coordinate to ensure Members receiving services through MCAH Programs have access to prevention and wellness information and services. LHD is encouraged to assist Members with accessing prevention and wellness services covered by MCP, by sharing resources and information to with Members about services for which they are eligible, to address needs identified by MCAH Programs' assessments.

b. MCP must screen Members for eligibility for care management programs such as CCM and ECM, and must, as needed, provide care management services for Members enrolled in MCAH Programs, including for comprehensive perinatal services, high-risk pregnancies, and children with special health care needs. MCP must engage LHD, as needed, for care management and care coordination.

c. MCP should collaborate with MCAH Programs on perinatal provider technical support and communication regarding perinatal issues and service delivery and to monitor the quality of care coordination.

[17] CDPH, Local MCAH Programs Policies and Procedures, available at: https://www.cdph.ca.gov/Programs/CFH/DMCAH/LocalMCAH/CDPH%20Document%20Library/MCAH-Policies-and-Procedures.pdf

[18] CDPH, Local MCAH Programs Policies and Procedures, available at https://www.cdph.ca.gov/Programs/CFH/DMCAH/LocalMCAH/CDPH%20Document%20Library/MCAH-Policies-and-Procedures.pdf

4. **Coordination of Medi-Cal for Kids and Teens (formerly EPSDT) Services**.[19]

i. Where MCP and LHD have overlapping responsibilities to provide services to Members under 21 years of age, MCPs must do the following:

1. Assess the Member's need for Medically Necessary EPSDT services, including mental, behavioral, social, and/or developmental services, utilizing the AAP Periodicity Table[20] and the CDC's ACIP child vaccination schedule[21], the required needs assessment tools.

2. Determine what types of services (if any) are being provided by MCAH Programs, or other third-party programs or services.

3. Coordinate the provision of services with the MCAH Programs to ensure that MCP and LHD are not providing duplicative services and that the Member is receiving all Medically Necessary EPSDT services within 60 calendar days following the preventive screening or other visit identifying a need for treatment regardless of whether the services are Covered Services under the Medi-Cal Managed Care Contract.

5. **Quarterly Meetings.**

a. MCP must invite the LHD Responsible Person and LHD Program Liaison(s) for MCAH Programs to participate in MCP quarterly meetings as needed to ensure appropriate committee representation, including a local presence, and in order to discuss and address care coordination and MOU-related issues. Other MCAH Program representatives may be permitted to participate in quarterly meetings.

b. MCP must participate, as appropriate, in meetings or engagements to which MCP is invited by LHD, such as local county meetings, local community forums, and county engagements, to collaborate with LHD for MCAH Programs on equity strategy and prevention activities.

6. **Quality Improvement.** MCP and LHD must ensure issues related to MCAH Program coordination and collaboration are included when addressing barriers to carrying out the obligations under this MOU.

---

[19] Additional guidance available in APL 23-005: https://www.dhcs.ca.gov/formsandpubs/Documents/MMCDAPLsandPolicyLetters/APL2023/APL23-005.pdf

[20] AAP Periodicity Table available at: https://downloads.aap.org/AAP/PDF/periodicity_schedule.pdf

[21] CDC ACIP Child Vaccination Schedule available at: https://www.cdc.gov/vaccines/hcp/acip-recs/index.html

Exhibit F. California Children's Services.

This Exhibit F governs LHD's provision of the California Children's Services ("CCS") Program only to the extent that such services are provided by LHD. MCP and LHD will collaborate to coordinate care, conduct administrative activities, and exchange information required for the effective and seamless delivery of services to MCP's Members enrolled, or eligible to enroll, in the CCS Program. This Exhibit F does not apply to an LHD or MCP that operates the Whole Child Model ("WCM").

This Exhibit delineates the roles and responsibilities of MCP and LHD for coordinating care and ensuring the non-duplication of services for Members eligible for or enrolled in the CCS Program.

1. **Party Obligations.**
    a. **MCP Obligations.**
        i. MCP must ensure all Medically Necessary Covered Services related to the CCS condition are provided until a determination of CCS Program eligibility is made. MCP must continue to provide all Medically Necessary Covered Services to the Member if the CCS Program determines the referred Member is not eligible for the CCS Program and for services not provided through the CCS Program.
        ii. MCP must provide all Medically Necessary Covered Services not authorized by the CCS Program for CCS-enrolled Members, including, without limitation, Medi-Cal for Kids and Teens (previously known as EPSDT) services, pediatric preventive services, and immunizations unless determined to be medically contraindicated in accordance with the Medi-Cal Managed Care Contract and APL 23-005.
        iii. It is MCP's responsibility to provide case management (arranging PDN hours) in accordance with APL 20-012 and any superseding APL or other, similar guidance.
        iv. MCP must provide to the CCS Program, in a timely manner, all medical utilization and other clinical data necessary for the CCS Program to complete annual medical determinations and redeterminations, as well as other medical determinations, as needed, for CCS-eligible Members.
    b. **LHD Obligations.**
        i. LHD must ensure that its CCS Program authorizes and provides medical case management services for the medical conditions outlined and authorized

in Cal. Code Regs. tit. 22 Sections 41410-41518.9 for Members who have CCS-covered conditions (referred to as "CCS-Eligible Condition(s)").[22]

ii. DHCS is responsible for CCS Program medical eligibility determinations and redeterminations, and LHD's CCS Program is responsible for financial and residential eligibility determinations and redeterminations for potential CCS-eligible Members. Such medical eligibility determinations and redeterminations include eligibility determinations for (i) Medical Therapy Program ("MTP") services; (ii) High-Risk Infant Follow-up ("HRIF") Program services; and (iii) organ transplants and related services. DHCS may utilize the information shared by MCP to conduct medical determinations and redeterminations to determine the Member's eligibility for the CCS Program. To the extent that DHCS is responsible for conducting the eligibility determinations on behalf of the CCS Program in the dependent county, if DHCS determines a Member is eligible for CCS Program services, it will notify the CCS Program of such eligibility at which point LHD must ensure the CCS Program coordinates the Member's care and case management with MCP.

2. Training and Education.

a. The training and education that MCP is required to provide under Section 6 of this MOU must include information about LHD's CCS Program, how to refer Members to the CCS Program, and how to assist Members with accessing CCS Program services.

b. The training MCP is required to provide under Section 6 of this MOU must include:

i. Instructions on how to complete the appropriate baseline health assessments and diagnostic evaluations, which provide sufficient clinical detail to establish or raise a reasonable suspicion that a Member has a CCS-Eligible Condition;

ii. Instructions on how to refer Members with a suspected CCS-Eligible Condition on the same day the evaluation is completed, using methods accepted by LHD (the initial referral must be followed by the submission of supporting medical documentation sufficient to allow for CCS Program eligibility determination by LHD);

iii. A statement that the CCS Program reimburses only CCS-paneled providers and CCS-approved hospitals;

---

[22] Covered conditions and regulations applicable to the CCS Program are described by CCS Numbered Letters ("NL") located on the CCS website, available at: https://www.dhcs.ca.gov/services/ccs/Pages/CCSNL.aspx

iv. A statement that the Network Provider must continue to provide all Medically Necessary Covered Services to the Member until the Member's CCS Program eligibility is confirmed;

v. Information on how to refer Members in LHD's CCS Program to community resources; and

vi. Information on how the PCP can assist with accessing CCS Program authorized services and can coordinate such services with other services Members may receive.

3. Referrals and Eligibility Determinations.

a. MCP Referrals. MCP is responsible for assisting Network Providers with identifying potentially CCS-eligible Members for whom there is diagnostic evidence that such Members have a CCS-Eligible Condition in accordance with Cal. Code Regs. tit. 22 Section 41515.1 and referring such Members to LHD to determine whether the Members are eligible for the CCS Program.

o the extent applicable in the dependent county, upon referring Members who may be CCS-eligible to the CCS Program, MCP must also submit Members' medical utilization information, clinical data, and any other necessary information, in the manner specified by DHCS, to CCSDirectedReview@dhcs.ca.gov to ensure DHCS has the requisite information to conduct the Member's medical eligibility determination.]

i. MCP must include with its Member referrals documentation of the Member's medical and residential information to enable LHD to make an eligibility determination for the CCS Program.

ii. MCP must refer, or assist Network Providers with referring, to LHD's CCS Program for CCS initial eligibility determinations a Member who:

1. Has a medical diagnosis, records, or history suggesting potential CCS-Eligible Condition(s) as outlined in the CCS medical eligibility regulations;

2. Presents at a hospital emergency room, a provider office, or another health care facility for a non-CCS condition, and for whom the medical evaluation identifies a potential CCS-Eligible Condition(s);

3. Is an infant with a potential CCS-Eligible Condition at the time of discharge from the neonatal intensive care unit (such Member must be assessed for eligibility and, if eligible, referred to the CCS Program's HRIF program); or

4. Has diagnostic evidence that the Member has a condition eligible for Medical Therapy Program services from the CCS Program's Medical Therapy Unit; or

5. May have a newly identified potential CCS-Eligible Condition(s) as determined by a Network Provider.[23]

[23] Additional information about the MTP is available at https://www.dhcs.ca.gov/services/ccs/Documents/CCS-NL-Whole-Child-Model-Revised.pdf

iii. In accordance with Chapter 1, Section 1.B of the California Children's Services Program Administrative Case Management Manual[24], LHD must ensure that within five calendar days from the receipt of a referral from MCP the CCS Program staff review the information provided and take one of the following actions:

1. Accept the referral as complete as defined in the CCS Program Administrative Case Management Manual Case Management Manual; or
2. Reject the referral as incomplete and forward a transmittal notice to MCP as required by the CCS Program Administrative Case Management Manual Case Management Manual.

b. LHD Eligibility Determination.

i. LHD is responsible for conducting Members' financial and residential eligibility determinations. DHCS must determine Members' medical eligibility, initially and on an annual basis, for CCS-Eligible Condition(s) based on evaluation of documentation provided by MCP or by a CCS paneled provider. DHCS must notify LHD of Members who meet the medical eligibility criteria and must assist LHD with ensuring such Members are enrolled in its CCS Program.

ii. LHD must assist its CCS Program with obtaining, and may request from MCP, any additional information required (e.g., medical reports) to determine CCS Program eligibility.

iii. LHD must ensure its CCS Program informs the Member and their family (or designated legal caregiver) of the CCS eligibility determination.

iv. *DHCS is responsible for creating a NOA for a Member who is denied services or is determined to be medically ineligible, and LHD is responsible for sending such NOA to a Member evaluated for its CCS Program.]*

---

[24] CCS Program Administrative Case Management Manual: Chapter One, available at https://www.dhcs.ca.gov/services/ccs/Documents/CCSAdminCaseManManual.pdf

v. If LHD receives a Member referral through an Inter-County Transfer, the CCS Program must complete applicable activities as set forth in the DHCS CCS Inter-county Transfer NL.

c. Enhanced Care Management Referrals.

i. The CCS Program should work with MCP to create a referral pathway for ECM for ECM-eligible Members.

ii. MCP must identify eligible Members for ECM through analysis of CCS Program enrollment and additional data available to MCPs, including utilizing Social Drivers of Health ("SDOH")-related ICD-10 Z-codes and identifying SDOH and high measures on adverse childhood experiences screenings.

iii. In cases where a Member is enrolled in the CCS Program and such CCS Program provider becomes a contracted ECM Provider, MCP must assign that Member to that CCS Program for ECM unless the Member or their parent, designated legal caregiver, or Authorized Representative prefers otherwise.

iv. If LHD's CCS Program is an ECM Provider, LHD's CCS Program must provide ECM services pursuant to that separate agreement between MCP and the CCS Program; this MOU does not govern the CCS Program's provision of ECM services.

4. Care Coordination and Collaboration.

a. Care Coordination.

i. MCP must coordinate with the CCS Program to ensure that Members enrolled in the CCS Program or eligible for CCS Program services receive all Medically Necessary Covered Services required for CCS-Eligible Condition(s) through the CCS Program and receive all Medically Necessary Covered Services that are not related to the CCS-Eligible Condition(s) through MCP.

ii. Until the Member's CCS eligibility is confirmed by the CCS Program **[or for Dependent Counties: DHCS]** and the CCS Program begins providing the Medically Necessary Covered Services for the CCS-Eligible Condition(s), MCP must continue to provide all Medically Necessary Covered Services for the CCS-Eligible Condition(s).

iii. Once the Member is enrolled in the CCS Program, the CCS Program is responsible for the Member's case management and care coordination for the CCS-Eligible Condition(s).

iv. MCP must develop and implement policies and procedures for coordination activities, joint case management, and communication requirements between the Member's PCP, specialty providers, hospitals, CCS providers, and CCS case manager(s).

v. MCP and LHD must have policies and procedures for coordination with LHD's CCS MTP to ensure appropriate access to MTP services and other services provided for the coordination of CCS Program services.

b. CCS HRIF Program. DHCS must coordinate and authorize HRIF services for eligible Members and must ensure access to, or arrange for the provision of, HRIF case management services.

c. PDN Case Management Responsibilities. MCP and LHD must coordinate the provision of case management services for Members who are receiving PDN services to ensure that Members receive case management services and that the Parties do not duplicate the services as set forth in APL 20-012, CCS NL 04-0520, and any superseding APL or other, similar guidance.[25]

i. If the CCS Program approves PDN services for CCS-eligible Members under the age of 21, the CCS Program is primarily responsible for providing case management to arrange for all approved PDN service hours to treat the CCS-Eligible Condition. When arranging for the CCS-eligible Members to receive authorized PDN services, the CCS Program must document all efforts to locate and collaborate with PDN service providers and MCP.

ii. If MCP approves PDN services for an eligible Member under the age of 21, MCP is primarily responsible for providing case management to arrange for the PDN service hours.

iii. MCP must, in collaboration with the CCS Program, continue to provide case management to Members receiving PDN authorized by the CCS Program, including, at the Member's request or the request of the Member's Authorized Representative, arranging for all approved PDN services.

d. Transportation Services.

i. CCS Maintenance and Transportation services related to CCS-Eligible Conditions are provided and covered by the CCS Program, as determined by the CCS Program and as resources allow, in accordance with Cal. Health & Safety Code Section 123840(j). MCP must communicate regularly with the CCS Program to ensure Members' needs are continuously met and must arrange for transportation for Members' Medi-Cal for Kids and Teens services when the Members' needs are not met in accordance with APL 22-008.

ii. Emergency Medical Transportation related to the CCS-Eligible Condition is the responsibility of the CCS Program.

iii. MCP must provide NEMT for all Medically Necessary Covered Services and pharmacy services, which may include services provided through the CCS Program, as outlined in the Medi-Cal Managed Care Contract and APL 22-008. MCP must refer and coordinate NEMT for services not covered under the Medi-Cal Managed Care Contract.

---

[25] Additional information for PDN services is available in APL 20-012 at https://www.dhcs.ca.gov/services/Documents/APL-20-012.pdf.

iv. If a Member requests NMT, MCP must authorize the NMT if necessary for the Member to obtain Medically Necessary Covered Services.

e. Emergency Services.

i. The CCS Program must coordinate with MCP for Members who need to be transferred to emergency services as set forth in NL10-0806 or any superseding NL, including:

1. Ensuring the CCS Program coordinates with the appropriate MCP-LHD Liaison confirm the suitable provision of emergency services related to trauma;
2. Requiring the CCS Program to notify the MCP-LHD Liaison as soon as possible of the need to transfer a CCS-eligible Member to the appropriate hospital; and
3. In the event families receive bills for services, contacting the provider to request they become a CCS-paneled provider and thus bill the CCS Program rather than the Member.

ii. The CCS Program must notify the MCP-LHD Liaison and DHCS if these efforts do not resolve the problem.

f. Continuity of Care for Transitioning Members.

i. MCP must maintain policies and procedures for identifying CCS-Eligible Members who are aging out of the CCS Program.

ii. MCP must follow the Continuity of Care requirements stated in APL 22-032 or any superseding APL.

iii. MCP must develop a care coordination plan to assist a Member with transitioning out of the CCS Program within 12 months prior to the Member's aging out, including:

1. Identifying the Member's CCS-Eligible Condition(s);
2. Planning for the needs of the Member to transition from the CCS Program;
3. Developing a communication plan with the Member in advance of the transition;
4. Identifying and coordinating primary care and specialty care providers appropriate for the Member's CCS-Eligible Condition(s); and
5. Continuing to assess the Member through the first 12 months after the Member's 21st birthday.

g. Major Organ Transplants.

i. To ensure the appropriate referral and care coordination for CCS-eligible or enrolled Members requiring a Major Organ Transplant ("MOT"), MCP and LHD must comply with guidance set forth in Blood, Tissue, and Solid Organ Transplants NL and APL 21-015 or any superseding NL and APL or other, similar guidance, and MCP must comply with the requirements set forth in the Medi-Cal Managed Care Contract.

ii. MCP will not be required to pay for costs associated with transplants that qualify as a CCS-Eligible Condition if MCP does not participate in the WCM program.

iii. MCP must refer CCS-eligible Members to a CCS-approved Special Care Center for an evaluation within 72 hours of the Member's PCP or specialist identifying the CCS-eligible Member as a potential candidate for a MOT.

iv. If the Member is not eligible for the CCS Program, MCP must authorize a MOT if Medically Necessary.

h. Quarterly Meetings.

i. MCP must invite LHD Responsible Person and the LHD Program Liaison(s) for the CCS Program to attend the quarterly meetings with LHD, to discuss any needed improvements and address barriers to care coordination or referral processes. Other LHD CCS Program representatives may be permitted to participate in quarterly meetings.

ii. The CCS Program must designate a medical director or other designee to actively participate in MCP's quarterly meetings with LHD. The CCS Program medical director or designee must attend meetings and provide feedback and recommendations on clinical issues relating to CCS conditions and treatment authorization guidelines and must serve as a clinical advisor on other clinical issues relating to CCS conditions.

5. Data Information and Exchange.

a. MCP must timely provide the following information to the CCS Program: the necessary documentation, medical records, case notes, medical utilization information, clinical data, and reports to enable the CCS Program to conduct the Member's initial residential and medical eligibility determination for the CCS Program and to provide services to the Member for treatment of their CCS-Eligible Condition.

b. Each of the Parties must notify the other Party upon learning that a Member has lost Medi-Cal eligibility.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-254

MEETING: June 18, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve Budget Action Increasing Revenues, Expenses and Transfers in the Senior Nutrition and 2011 Realignment Funds ($80,000)(4/5th Votes Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Increasing Revenues, Expenses and Transfers in the Senior Nutrition and 2011 Realignment Funds ($80,000)(4/5th Votes Required).

Revenues and expenses are higher than anticipated in the Senior Nutrition budget and this budget action recognizes those additional revenues, increases transfers from 2011 realignment fund 3433 and increases expenses to allow for processing of the remaining invoices for the balance of Fiscal Year 23-24.

BACKGROUND AND HISTORY OF BOARD ACTIONS

There is no previous action for this item.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the Board does not approve the budget action, the Senior Nutrition programs will not be able to pay remaining expenses for FY 23-24.

FINANCIAL IMPACT

There is no impact to the County general fund.

ATTACHMENTS

1. Budget Action

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District II Supervisor Shannon Poe
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROGRAM	INCREASE	DECREASE
3341	519	48121	Donations		(30,000)	
3341	519	49101	Transfer in		(25,000)	
3341	519	51112	Extra Help		35,000	
3341	519	60508	Community Outreach		45,000	
3341	519	70211	Equipment			25,000
3433	506	60201	Miscellaneous			25,000
3433	506	80111	Transfer out		25,000	
				TOTALS	50,000	50,000

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

( ) Budget appropriation is less than $50,000 and involves shifting funds between categories in the same account and fund. Board of Supervisors reviews all budget actions of this nature on a monthly basis.

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending revenues and expenses or transferring funds between funds or accounts within the General Fund or transferring appropriation from contingency.

DEPARTMENT HEAD SIGNATURE _____ DATE 6/4/2024

AUDITOR SIGNATURE _____ DATE _____

COUNTY ADMINISTRATIVE OFFICER SIGNATURE _____ DATE _____

APPROVED BY RES NO. _____ CLERK _____ DATE _____

DEPARTMENT _____

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-255

MEETING: June 18, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve Budget Action Transferring Funds Within the Behavioral Health Department 402 Budget for Fiscal Year 2024 to Pay Expenses Through Year End ($743,835)(4/5th Vote Required)

RECOMMENDATION AND JUSTIFICATION

Approve Budget Action Transferring Funds Within the Behavioral Health Department 402 Budget for Fiscal Year 2024 to Pay Expenses Through Year End ($743,835)(4/5th Vote Required).

This budget action increases Behavioral Health Department 402 client treatment appropriations and decreases excess salary appropriations. Client treatment expenses charged to Department 402 have exceeded the estimated budget for FY23-24, and salary expenses have been less than estimated. This budget action also provides $109,553 for the final note payment toward the purchase of the Community Health Center at 5300 Hwy 49N and $78,780 for the purchase of a utility pickup to be used for Weatherization Services.

BACKGROUND AND HISTORY OF BOARD ACTIONS

In the normal course of business, the Agency must request Budget Actions to balance the various HHSA funds to pay actual expenses through the end of the fiscal year.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this budget action is not approved, the Agency will be unable to pay expenses and balance the budgets in the affected funds for FY23-24.

FINANCIAL IMPACT

There is no impact to the County General Fund. This budget action increases Behavioral Health Department 402 client treatment appropriations by $743,835 and decreases excess salary appropriations by $743,835. There is no net change in the Department 402 budget.

ATTACHMENTS

1. 2024 End of the year Mental Health Budget Action #1 20240605 +3334

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District I Supervisor Rosemarie Smallcombe

SECONDER: District II Supervisor Shannon Poe

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

BUDGET ACTION FORM

FUND	DEP/DIV	ACCOUNT	DESCRIPTION	PROJECT	INCREASE	DECREASE
1001	402	51111	Regular salary and wages			532,586
1001	402	52201	Medical - Active Employees			102,469
1001	402	60543	Client - Treatment Facilities		635,055	
1001	402	49101	Transfer In - General			(30,000)
1001	402	60541	Client - Medical Professionals			30,000
3393	402	60541	Client - Medical Professionals		30,000	
3393	402	80111	Transfer Out - General			30,000
1001	402	49101	Transfer In - General			(109,553)
1001	402	60541	Client - Medical Professionals			109,553
4750	107	49101	Transfer In - General		(109,553)	
4750	107	60453	Principal Payment		109,553	
3334	402	51111	Regular salary and wages			21,504
3334	402	52201	Medical - Active Employees			8,868
3334	402	60501	Client-Assistance Payments			48,408
3334	402	70411	Staff Vehicles		78,780	
	2024 End of the year Mental Health Budget Action #1 20240605					
				TOTALS	743,835	743,835

TRANSFER BETWEEN FUNDS					DEBIT	CREDIT
				TOTALS	0	0

ACTION REQUESTED: (Check all that apply)

( ) Budget appropriation is less than $50,000 and involves shifting funds between categories in the same account and fund. Board of Supervisors reviews all budget actions of this nature on a monthly basis.

(X) Budget appropriation by Board of Supervisors (4/5ths Vote Required): Amending revenues and expenses or transferring funds between funds or accounts within the General Fund or transferring appropriation from contingency.

DEPARTMENT HEAD SIGNATURE Kim Kenney DATE 6/6/24

AUDITOR SIGNATURE DATE

COUNTY ADMINISTRATIVE OFFICER SIGNATURE DATE

APPROVED BY RES NO. CLERK DATE

DEPARTMENT

AUDITOR'S USE ONLY
BA #

Budget Revision Form Revised 08/2020

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: June 18, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Accept the Resignation and Recognize the Service of Dr. Eric Sergienko to the Emergency Medical Care Committee (EMCC); and Appoint Dr. Mimi Carter as Representative for the Mariposa County Health Officer on the Emergency Medical Care Committee (EMCC) with a Term Expiring on June 18, 2028

RECOMMENDATION AND JUSTIFICATION

Accept the Resignation and Recognize the Service of Dr. Eric Sergienko to the Emergency Medical Care Committee (EMCC); and Appoint Dr. Mimi Carter as Representative for the Mariposa County Health Officer on the Emergency Medical Care Committee (EMCC) with a Term Expiring on June 18, 2028.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board appoints/re-appoints and recognizes members on the EMCC

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

A quorum may not be achieved at EMCC meetings.

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-256

MEETING: June 18, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve Amendment A02 by the California Department of Community Services Development in the Amount of $560,000 to extend the end date to the Low Income Home Energy Assistance Program 23B-2021 agreement; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve Amendment A02 by the California Department of Community Services Development in the Amount of $560,000 to extend the end date to the Low Income Home Energy Assistance Program 23B-2021 agreement; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The purpose of LIHEAP, under the auspices of the CSD, is to provide energy assistance to low-income county residents. LIHEAP funds have been allocated to Mariposa County for several years and operate on a program term basis.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the First Amendment 23B-5021 (A01) on August 1, 2023, through Resolution #2023-407

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this amendment is not approved, Mariposa will lose funds and the opportunity to provide Energy Assistance payments to service an estimated 683 Mariposa County households and 1,598 persons under this grant agreement.

FINANCIAL IMPACT

There is no impact on the General Fund

ATTACHMENTS

1. **DocuSign - LIHEAP 23B-5021 A02 - Extend end date 12.31.2024**
2. **CSD - 23B-5021 (LIHEAP0 2023-A01 - Res. 2023-407-EXECUTED (a01)**
3. **CSD 23B-5021 (LIHEAP) 2023 - Res. 2023-69-EXECUTED-(orig)**

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**

MOVER: District I Supervisor Rosemarie Smallcombe

SECONDER: District II Supervisor Shannon Poe

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT - AMENDMENT

STD. 213A (Rev. 10/2019) CSD Rev (12/2019)

AGREEMENT NUMBER	AMENDMENT NUMBER	PURCHASING AUTHORITY NUMBER (if applicable)
23B-5021	2	

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

STATE AGENCY NAME
Department of Community Services and Development

CONTRACTOR NAME
County of Mariposa

2. The term of this Agreement is : November 1, 2022 through December 31, 2024

3. The maximum amount of this Agreement is: Total $560,000.00

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

A. The term of this Agreement has changed from November 1, 2022 through June 30, 2024 to November 1, 2022 through December 31, 2024.

B. Articles 1 through 14 are deleted in their entirety and replaced with the attached Articles.

All other terms and conditions shall remain the same.

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

CONTRACTOR

CONTRACTOR NAME *(If other than an individual, state whether a corporation, partnership, etc.)*
County of Mariposa

CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP
P.O. Box 99, Mariposa, CA 95338

PRINTED NAME OF PERSON SIGNING	TITLE
	Mariposa County Board Chair
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Community Services and Development

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2389 Gateway Oaks Drive, Suite 100	**Sacramento**	**CA**	**95833**

PRINTED NAME OF PERSON SIGNING	TITLE
Chris Vail	**Chief Financial Officer**
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA
Department of General Services
Use Only

I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval.

☐ Exempt per _____

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

SUBVENTION CONTRACT

Contents

PREAMBLE 1
ARTICLE 1 -SCOPE OF WORK 1
1.1 General 1
1.2 Service Area 1
1.3 Term and Amount of Contract 2
1.4 Service Area Expenditure Requirements 2
1.5 Program Authorities – Requirements, Standards and Guidance 2
1.6 Duplication of Services 5
ARTICLE 2 -CONTRACT ADMINISTRATION AND PROCEDURE 6
2.1 State Contracting Requirements – "General Terms and Conditions, GTC 04/2017" 6
2.2 Contractor's Option of Termination 6
2.3 Budget Contingencies 6
2.4 Miscellaneous Provisions 8
ARTICLE 3 -CONTRACT CHANGES 9
3.1 Amendment 9
3.2 Minor Modifications 9
ARTICLE 4 -ADMINISTRATIVE POLICIES AND PROCEDURES 10
4.1 Board Roster, By Laws, Resolution, and Minutes 10
4.2 Internal Controls Requirements 10
4.3 Record Retention Requirements 11
4.4 Insurance and Fidelity Bond 11
4.5 System Security Requirements 14
4.6 Travel and per diem 16
4.7 Conflict of Interest 17
4.8 Procurement Standards 18
4.9 Use and Disposition of Vehicles and Equipment 20
4.10 Subcontracts 20
4.11 Complaint Management Policies and Procedures 22
4.12 Fair Hearing Process for Applications for Denial of Benefits by Contractor 22
4.13 Fraud, Waste, and Abuse 23

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

ARTICLE 5 - ADMINISTRATIVE AND PROGRAM EXPENDITURES REQUIREMENTS 24
5.1 Budget Guidelines 24
5.2 Utility Assistance Expenditure Requirements 25
5.3 Working Capital Advance and Major Purchase Advances 26
5.4 Program Income 28
5.5 Wood, Propane and Oil Returned Payments 29
5.6 Allowable Costs 30
5.7 Service Area Expenditures Requirements 36
5.8 Reimbursement Guidelines 38
ARTICLE 6 - REPORTING POLICIES AND PROCEDURES 50
6.1 Reporting Requirements 50
ARTICLE 7 - PROGRAM POLICIES AND PROCEDURES 54
7.1 LIHEAP Agency Local Plan 54
7.2 Program Standards and Regulatory Requirements 54
7.3 Prioritization of Services 56
7.4 Service Priority Guidelines 57
7.5 Outreach and Intake Activity Guidelines 57
7.6 Assurance 16 Activity Guidelines 59
7.7 Leveraging Activities 61
7.8 Record-Keeping Responsibilities 62
ARTICLE 8 - PROGRAM IMPLEMENTATION 69
8.1 HEAP/WPO Activity Guidelines 69
8.2 Weatherization Activity Guidelines 70
8.3 Energy Crisis Intervention Program (ECIP) Services Activity Guidelines 82
8.4 ECIP Fast Track and HEAP Electric and Gas Pledge Guidelines 88
8.5 SWEATS Activity Guidelines 88
8.6 Quality Assurance 89
ARTICLE 9 - TRAINING, LICENSING AND CERTIFICATIONS 94
9.1 Training Requirements 94
9.2 Contractor Licensing 97
9.3 Special Licensing - Weatherization 97
9.4 Environmental Protection Agency (EPA) Certifications 98
9.5 Mandatory Training 98
ARTICLE 10 - COMPLIANCE POLICIES AND PROCEDURES 99

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

10.1 Right to Monitor, Audit, and Investigate 99
10.2 Auditing Standards and Reports 99
10.3 Compliance Monitoring 102
10.4 Enforcement Process - Noncompliance with Requirement of this Contract 105
10.5 Service Delivery and Expenditure Requirements 111
ARTICLE 11 - FEDERAL AND STATE POLICY PROVISIONS 114
11.1 Certifications 114
11.2 Provisions for Federally Funded Grants 115
11.3 Federal Certifications Regarding Debarment, Suspension, and Related Matters 116
11.4 Affirmative Action Compliance 118
11.5 Nondiscrimination Compliance 118
11.6 Contractor Fair Hearing - Civil Rights Act Violation 118
11.7 Specific Assurances 119
ARTICLE 12 - GENERAL TERMS AND CONDITIONS GTC 04/2017 121
ARTICLE 13 - DEFINITIONS 122
ARTICLE 14 - TABLE OF FORMS AND DOCUMENTS INCORPORATED BY REFERENCE 132
14.1 Forms to be returned with signed contract: 132
14.2 The following documents are hereby incorporated by this reference: 132
14.3 The following CPA's and CPN's are hereby incorporated by reference: 132

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

SUBVENTION CONTRACT

PREAMBLE

This subvention contract, for the implementation of the Low-Income Home Energy Assistance Program (LIHEAP) in program year 2023 ("Contract"), is entered into between the Department of Community Services and Development ("CSD" or "Department") and the contractor named on Form STD. 213, the face sheet of this document ("Contractor") and shall be enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, CSD and Contractor hereby agree as follows:

ARTICLE 1 - SCOPE OF WORK

1.1 General

1.1.1 Contractor shall provide Weatherization (WX) assistance, Home Energy Assistance Program (HEAP) assistance, and Energy Crisis Intervention Program (ECIP) assistance to eligible participants residing in the service area described in Section 1.2, pursuant to all applicable federal and state statutes and regulations, including the Low-Income Home Energy Assistance Act of 1981 (42 USC §§ 8621 et seq., as amended) (the Act) and California Government Code Section 16367.5 et seq., as amended. Contractor shall provide crisis services and activities to the low-income community within its service area through at least March 15, 2023. Contractor shall administer LIHEAP services to eligible low-income households in accordance with both need and the Contractor's service delivery plan approved by CSD. Contractor shall ensure that the highest level of assistance will be furnished to those households which have the lowest incomes and the highest energy costs or needs in relation to income, and that the services and activities funded by this Contract shall also meet all other assurances specified in Section 8624 of the Act.

1.1.2 The LIHEAP Catalog of Federal Domestic Assistance number is 93.568. The award is fully funded through the United States Department of Health and Human Services (HHS).

1.2 Service Area

1.2.1 The services shall be performed in the Service Territory comprised of the following service area(s):

The 2023 LIHEAP Contract Numbers, Contractors, and Service Territories listing may be accessed at under the Supporting Documents section at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

1.2.2 Contractors that provide services in Los Angeles and San Diego counties shall refer to the ZIP Codes listing located at under the Supporting Documents section

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx to determine the zip codes for their respective area.

1.3 Term and Amount of Contract

1.3.1 The term of this Contract shall be for the period represented on the face sheet (Form STD 213). Contractor shall perform all work under this contract prior to, or up to December 31, 2024, in accordance with Article 10.5 section 10.5.2, regardless of the contract term end date.

1.3.2 The contract amount as represented on Form STD. 213 consists of Contractor's total allocation to include the "Direct Services" and "Utility Assistance" portions attributable to Contractor's service area(s).

1.3.3 Direct Services and Utility Assistance funding, as defined in Article 13, Definitions, that are allocated to Contractor, shall be expended, reported and accounted for in accordance with the provisions of this Contract.

1.4 Service Area Expenditure Requirements

Contractor shall be subject to special expenditure requirements as provided in Article 5, Section 5.7 of the Contract, if any of the following pertain:

1.4.1 This Contract involves funding for LIHEAP services provided by Contractor in multiple counties or service areas; or

1.4.2 Contractor has additional contracts with CSD for the provision of LIHEAP or United States Department of Energy, Weatherization Assistance Program (DOE WAP) services in counties or service areas other than the county or service area to which this Contract applies.

1.5 Program Authorities – Requirements, Standards and Guidance

1.5.1 All services and activities are to be provided in accordance with applicable federal, state, and local laws and regulations, which may be amended from time to time, including but not limited to, the following:

1.5.1.1 The Low-Income Home Energy Assistance Act of 1981 (42 USC §§ 8621 et seq.), and the Low-Income Home Energy Assistance Program regulations (45 CFR Part 96, Subpart H);

1.5.1.2 The California Government Code (Cal. Gov. Code) §§ 16367.5 et seq., as amended, and Low-Income Home Energy Assistance Program Regulations (Title 22 of the California Code of Regulations (CCR) §§ 100800 et seq.); and

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

1.5.1.3 The Single Audit Act (31 USC §§ 7501 et seq.), and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

1.5.2 *Conflict of Laws.* Contractor shall comply with all of the requirements, standards, and guidelines contained in the authorities listed below, as they may be amended from time to time, regarding procurement, administrative, and other costs claimed under this Contract, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines in this Contract directly conflict with any State law or regulation at Government Code §§16367.5 et seq. or 22 CCR §§100800 et seq., or any provision of this Contract, then federal law or regulation or provision shall take precedence, and then state law; unless, under specified circumstances, a provision of federal law applicable to block grants, such as 45 CFR § 96.30, allows for the application of state law.

1.5.2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75); and

1.5.2.2 Contractor further agrees to abide by all requirements in California Contractor Certification Clauses 04/2017 (CCC-04/2017).

1.5.3 CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor's participation in LIHEAP, and as a condition of receipt of funds under the program, PROVIDED:

1.5.3.1 That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN) No. XX-XX" posted at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx;

1.5.3.2 That such guidance shall be issued by CSD in writing in the form of "CSD Program Advisory (CPA) No. XX-XX posted at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx;

1.5.3.3 That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;

1.5.3.4 That such guidance shall be reasonably necessary to realize the purposes of LIHEAP;

1.5.3.5 That major and material changes in the program and/or requirements which substantially affect the Contractor's and/or CSD's ability to fulfill their obligations or otherwise serve to create a substantial hardship on

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

either the Contractor or CSD shall be subject to an amendment to this Contract;

1.5.3.6 Contractor shall notify CSD within 10 business days of issuance of a CPN or CPA, if Contractor is unable to fulfill its obligations under the new guidance;

1.5.3.7 That the parties' failure to execute a mutually acceptable amendment or CPN or CPA, as contemplated in subsection 1.5.3.5 and 1.5.3.6, in a reasonable period of time, shall result in this Contract being without force and effect subject only to such provisions contained herein as are intended to survive the Contract in accordance with the express and implied provisions of applicable federal and state law; and

1.5.3.8 That upon CSD's good faith determination, delivered to the Contractor by written notice that this Contract between the parties to any necessary amendment CPN, or CPA as contemplated in subsection 1.5.3.5 and 1.5.3.6 cannot be achieved, then this Contract shall be "closed out" and the funds disposed in accordance with established CSD procedure and policy and as required under federal and state law.

1.5.4 The federal and state laws, regulations and other authorities referenced in this Section are hereby incorporated by reference into this Contract. Copies may be accessed for reference at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

1.5.5 Contract Elements Integral to Contract and Enforceability Conditions

1.5.5.1 Contractor shall provide the following documents, satisfactory to CSD in form and substance, together with an executed copy of this Contract before CSD executes and returns the Contract to Contractor for implementation:

1.5.5.1.1 Federal Funding Accountability and Transparency Act Report (CSD 279);

1.5.5.1.2 Certification Regarding Lobbying/Disclosure of Lobbying Activities;

1.5.5.1.3 Contractor Certification Clauses (CCC-04/2017);

1.5.5.1.4 Current Insurance or Self-Insurance Authority Certification;

1.5.5.1.5 Board Resolution authorizing execution of this Contract;

1.5.5.1.6 Agency Local Plan (referenced in Article 7.1);

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

1.5.5.1.7 LIHEAP Production Plan (CSD 622) (referenced in Article 5.7); and

1.5.5.1.8 Agency Staff and Board Roster (CSD 188).

1.5.5.2 The Agency Local Plan and forms must be completed by Contractor before CSD will execute the Contract and Contractor is authorized to commence work. CSD may execute this Contract pending its review and final approval of Contractor's submission, provided Contractor acts in good faith to rectify any outstanding issues associated with the documents submitted pursuant to Section 1.5.5.1. All documents submitted pursuant to Section 1.5.5.1 shall become part of this Contract.

1.5.6 Contractor's signature shall constitute a certification that to the best of Contractor's ability and knowledge it will, unless exempted, comply with the provisions set forth in Article 11, Section 11.1, "Certifications" of this Contract.

1.6 Duplication of Services

Dwellings that have received Low Income Weatherization Program (LIWP) funded energy efficiency measures do not qualify for additional energy efficiency measures under this Contract, except for the following:

1.6.1 Assessment and installation of Health and Safety measures not installed through LIWP;

1.6.2 Reweatherization in accordance with LIHEAP requirements;

1.6.3 Call-backs in accordance with LIHEAP requirements; or

1.6.4 Emergency Heating and Cooling Services in accordance with the LIHEAP requirements.

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

ARTICLE 2 - CONTRACT ADMINISTRATION AND PROCEDURE

2.1 State Contracting Requirements – "General Terms and Conditions, GTC 04/2017"

In accordance with State contracting requirements, specified contracting terms and conditions are made a part of this Contract. The provisions in their entirety are found in Article 12 of this Contract and are fully binding on the parties in accordance with state law.

2.2 Contractor's Option of Termination

2.2.1 Notwithstanding the provisions of Section 1.5.3, Contractor may, at Contractor's sole option, elect to terminate this Contract rather than adhere to the procedures set out in Section 1.5.3, should Contractor determine that any subsequent program guidance or proposed amendment to the Contract is unjustifiably onerous or otherwise counter to Contractor's legitimate business interests and ability to implement the Contract in an effective and reasonable manner, PROVIDED:

2.2.1.1 The notice of termination is in writing, delivered by U.S. Certified Mail, Return Receipt Requested, and will be effective 30 calendar days after receipt by CSD; and

2.2.1.2 The notice contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.

2.2.2 Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.

2.2.3 Contractor shall, within 60 calendar days of termination, close-out the contract in accordance with contractual close-out procedures.

2.2.4 CSD may at its option procure a temporary replacement provider, and may at its option, designate a permanent replacement provider for Contractor's service area in accordance with federal and state law.

2.3 Budget Contingencies

2.3.1 Federal Budget Contingency

2.3.1.1 Because of uncertainty in the federal budget process, this Contract may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The obligations of the parties under this Contract

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

are expressly contingent on adequate funding being made available to CSD by the United States government.

2.3.1.2 If federal funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Contract upon written notice to Contractor or, in the alternative, to offer an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract close-out obligations and final settlement.

2.3.1.3 If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not in existence when this Contract was executed, this Contract shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations or conditions. Failure of the parties to reach an agreement on such amendment shall render this Contract without force and effect.

2.3.1.4 Subject to the provisions of subsection 2.3.1.2, CSD shall authorize expenditures of funds under this Contract based on any Continuing Resolution appropriations that are adequate for the purpose. CSD shall notify the Contractor in writing of authorized interval funding levels.

2.3.2 State Budget Contingency

2.3.2.1 If funds are not appropriated for implementation of LIHEAP through the State budget process or otherwise, whether in the current year and/or any subsequent year covered by this Contract, this Contract shall be of no further force and effect. Upon written notice to Contractor by CSD that no funds are available for contract implementation, the Contract shall be terminated, and CSD shall have no obligation to pay Contractor or to furnish other consideration under this Contract and Contractor shall not be obligated for performance.

2.3.2.2 If program funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Contract upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract close-out obligations and final settlement.

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

2.4 Miscellaneous Provisions

2.4.1 Assignment. Neither this Contract nor any of the rights, interests, or obligations under this Contract shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by CSD to another State agency. In the event of such transfer, this Contract is binding on the agency to which the program is assigned.

2.4.2 Merger/Entire Contract. This Contract (including the attachments, documents and instruments referred to in this Contract) constitutes the entire Contract and understanding of the parties with respect to the subject matter of this Contract and supersedes all prior understandings and contracts, whether written or oral, among the parties with respect to such subject matter.

2.4.3 Severability. If any provision of this Contract is found to be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Contract will not be in any way impaired and shall remain in full force and effect.

2.4.4 Notices. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

2.4.4.1 To Contractor’s address of record; and

2.4.4.2 To CSD at:
Department of Community Services and Development
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

ADMINISTRATIVE REQUIREMENTS

ARTICLE 3 - CONTRACT CHANGES

3.1 Amendment

3.1.1 Changes to this Contract shall be made by formal amendment with exceptions specified in Article 1 subsection 1.5.3 and in Section 3.2, below.

3.1.2 Contractor shall notify CSD in writing when any proposed amendment or change will significantly impact Contractor's Program Budget and/or Operations. CSD will afford Contractor a reasonable opportunity and sufficient time in which to phase-in the mandated change.

3.2 Minor Modifications

3.2.1 Contractor may request modifications to make minor adjustments during the contract term. Minor Modifications shall not affect the Maximum Amount payable under this Contract.

3.2.2 Minor Modifications shall not alter the maximum limits established for specific budget line items, e.g., administrative costs, Assurance 16, intake, outreach, and training and technical assistance costs, except as otherwise provided herein.

3.2.3 Allowable modifications to this Contract include the minor budget modifications and expenditure requirements, specified in Article 5.

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

ARTICLE 4 - ADMINISTRATIVE POLICIES AND PROCEDURES

4.1 Board Roster, By Laws, Resolution, and Minutes

4.1.1 Contractor shall submit to CSD an Agency Staff and Board Roster form (CSD 188) listing the current Agency Staff and roster of members of its governing board, including contact information for each board member at a location other than the Contractor's offices, and the most recent version of the organizational bylaws. Contractor is responsible to notify CSD of any changes to the Executive Director, Program Manager, Chief Financial Officer and board roster within 30 calendar days of such occurrence.

4.1.2 Contractor's governing board must authorize the execution of this Contract. Contractor has the option of demonstrating such authority by the signature of a Board member, affixed to the signature page of this Contract, or by any lawful delegation of such authority that is consistent with Contractor's bylaws.

4.1.3 Where Contractor elects to delegate the signing authority to the chief executive officer or designated officials, CSD will accept either a resolution specific to this Contract or a resolution passed by the governing board that applies to any contract entered into by Contractor. Where Contractor provides a general resolution, Contractor shall maintain documentation that the chief executive officer provided timely and effective communication of the execution and terms of this Contract to the Board. Either a specific or current general resolution must be on file with CSD before execution of this Contract by CSD.

4.1.4 If the Contractor's board is both tripartite and advisory to the elected members governing a local government, the Contractor shall submit to CSD the approved minutes from any meeting of the elected officials where matters relating to this Contract are heard, including but not limited to discussions about or decisions affecting LIHEAP. Such minutes shall be submitted to CSD no later than 30 calendar days after the related meeting.

4.2 Internal Controls Requirements

Contractor shall ensure the establishment and maintenance of a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall be attested to within the Contractor's independent audit conducted pursuant to this Contract and shall include:

4.2.1 Segregation of duties appropriate to safeguard state assets;

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

4.2.2 Limited access to agency assets to authorized personnel who require these assets in the performance of their assigned duties;

4.2.3 Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures;

4.2.4 Established practices to be followed in the performance of duties and functions;

4.2.5 Personnel of a quality commensurate with their responsibilities; and

4.2.6 Effective internal reviews.

4.3 Record Retention Requirements

4.3.1 All records maintained by Contractor shall meet the requirements contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

4.3.2 Contractor shall maintain all records pertaining to this Contract for a minimum period of three years after submission of the final report or until resolution of all related audit or monitoring findings, enforcement actions, including cost disallowance, legal proceedings or other pending matters, whichever is later.

4.3.3 Contractor shall retain and secure all employee and client/applicant records and information in compliance with the Federal Privacy Act of 1974, as amended (5 USC § 552a) and Information Practices Act of 1977, as amended (Civ. Code §§ 1798 et seq.).

4.3.4 To the extent Contractor maintains records in an electronic format, Contractor shall ensure that all records are "backed-up" or copied, utilizing appropriate, secure technology and operational procedures in order to avoid unauthorized access, permanent loss or destruction, occasioned by theft, accident, willful acts or negligence, or by fire, flood, earthquake or other natural disaster.

4.4 Insurance and Fidelity Bond

4.4.1 General Requirements

4.4.1.1 Contractor agrees that the required insurance policies and bonds, specified below, shall be in effect at all times during the term of this Contract.

4.4.1.2 Contractor shall provide CSD with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Contract and, prior to any lapse or reduction in coverage, provide CSD with documentation, as specified in subsection

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

4.4.1.3, showing substitute coverage has been obtained or alternative measures have been taken to ensure compliance with the requirements of this Contract.

4.4.1.3 In the event insurance coverage expires during the term of this Contract Contractor agrees to provide within 30 calendar days of the expiration date, a new Certificate of Insurance (ACORD 25) for not less than the remainder of the term of this Contract. The new Certificate of Insurance (ACORD 25) shall evidence no lapse in coverage. The Certificate of Insurance (ACORD 25) shall identify and name CSD as the Certificate Holder.

4.4.1.4 New Certificates of Insurance are subject to review for content and form by CSD.

4.4.1.5 In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, CSD may, in addition to any other remedies it may have, suspend this Contract.

4.4.1.6 With the exception of workers' compensation and fidelity bond, CSD shall be named as an additional insured on all certificates of insurance required under this Contract.

4.4.1.7 The issuance of other CSD contracts, as well as reimbursement payments, to the Contractor may be suspended until evidence of the required current insurance coverage has been submitted to CSD.

4.4.1.8 Should Contractor utilize a subcontractor(s) to provide services under this Contract, Contractor shall indemnify and hold CSD harmless against any liability incurred by that subcontractor(s).

4.4.2 Self-Insurance

4.4.2.1 When Contractor is a self-insured governmental entity, CSD, upon receipt of satisfactory proof of the entity's self-insurance authority, may waive the insurance requirements. A duly authorized county or city risk manager shall provide signed certification of the governmental entity's ability to cover any potential losses under this Contract.

4.4.2.2 Governmental contractors shall specify in writing a list of which coverage(s) will be self-insured under this Contract and shall list all applicable policy numbers, expiration dates, and coverage amounts for coverage which is not self-insured.

4.4.2.3 If a governmental contractor's self-insurance coverage does not contain

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

any changes from the prior year, CSD will accept a certified letter signed by authorized personnel, stating that no changes have occurred from the previous year. This letter is due at the time of contract execution or within 30 calendar days of coverage.

4.4.3 Workers' Compensation Insurance

4.4.3.1 During the term of this Contract Contractor shall maintain legally sufficient workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.

4.4.3.2 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD either a Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure, issued by the Director of the Department of Industrial Relations, as evidence of compliance with the workers' compensation insurance requirement.

4.4.4 Commercial or Government Crime Coverage (Fidelity Bond)

4.4.4.1 Contractor shall maintain commercial crime coverage. If Contractor is a public entity that elects to self-insure, Contractor shall make provision for adequate coverage to insure against crime risks. The commercial crime policy or government crime self-insurance coverage (hereinafter "fidelity bond") shall include the following coverage or the substantial equivalent: Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud.

4.4.4.2 Contractor's fidelity bond coverage limits shall not be less than a minimum amount of 4% of the total contract amount, excluding Utility Services, as set forth under this Contract.

4.4.4.3 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25) as evidence of compliance with the fidelity bond requirement.

4.4.5 General Liability Insurance

4.4.5.1 Contractor shall maintain for the term of this Contract general liability and property damage insurance for a combined single limit of not less than $500,000 per occurrence.

4.4.5.2 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured as evidence of

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

compliance with general liability insurance requirements.

4.4.6 Vehicle Insurance

4.4.6.1 Contractor shall maintain for the term of this Contract vehicle insurance in the amount of $500,000 for each person and each accident for bodily injury and in the amount of $500,000 for each person and each accident for property damage.

4.4.6.2 When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Contract non-owned and hired-auto liability insurance in the amount of $500,000 for each person and each accident for bodily injury and $500,000 for each person and each accident for property damage. Driving to and from work shall not be considered to be within the scope of employment.

4.4.6.3 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured, to CSD as evidence of compliance with the stated vehicle insurance requirements.

4.5 System Security Requirements

Contractor shall, in cooperation with CSD, institute measures, procedures, and protocols designed to ensure the security of data and to protect information in accordance with the Information Practices Act of 1977 (Civ. Code §§1798 et seq.), and such other State and Federal laws and regulations as may apply. In the event there are different system security standards that may be applied to this Article, Contractor shall endeavor to use the strictest security standard that complies with state and federal requirements. The parties hereto agree to the following requirements, obligations, and standards in accordance with regulations set in the State Administrative Manual (SAM) and Statewide Information Management Manual (SIMM):

4.5.1 Data Protection

4.5.1.1 Data exchanged between CSD and Contractor must be limited to the data fields included on Data Transfer Rules (DTR) documents posted at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx. No personal financial information, e.g., credit card, bank account numbers, shall be stored or exchanged in the data exchange sessions.

4.5.1.2 Access to the above-mentioned data included in the DTR must only be given to authorized personnel to complete essential duties. Authorized personnel are to log into these systems using their own assigned

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

credentials (i.e., no login account sharing). Upon departure of personnel with assigned credentials, the Contractor will remove the employee's access to the systems as soon as possible.

4.5.1.3 To the extent Contractor utilizes tablet or other internet-based or mobile devices for client intake and application purposes ("Electronic Intake") in lieu of paper forms and documents, Contractor shall comply with all federal and state information security requirements and with such guidance and protocols as CSD may from time to time issue for the purpose of ensuring the integrity of Electronic Intake, including, but not limited to, the use of electronic signatures, data privacy, security, transfer, and retention requirements.

4.5.1.4 Data exchanged between CSD and Contractor via email communication must have all personally identifying information (PII) and other sensitive information redacted before the document is sent. Alternately, Contractor must encrypt any attachments that have sensitive data using encryption tools and configurations as required by CSD.

4.5.2 Contractor Systems Security

4.5.2.1 The physical location of the computing and data storage devices (e.g., servers) shall be within access-controlled facilities. Individual users may not have access to the data except through their systems that are specifically credentialed for Contractor business. All access will be controlled by authentication methods to validate the approved users.

4.5.2.2 Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption.

4.5.2.3 Both CSD and Contractor shall keep security patches and anti-virus and anti-malware software up to date on all systems on which data may be used.

4.5.2.4 Contractor shall securely destruct data by sanitizing media prior to disposal.

4.5.3 Trusted Behavior Expectations

CSD's application system and users shall protect Contractor's application system/data and the Contractor's application system and users shall protect CSD's application system/data in accordance with the Privacy Act of 1974 (5 USC § 552a), Trade Secrets Act (18 USC § 1905), and the Stored Communications Act (18 USC §§ 2701 et seq.). Technology and systems code and functionality are owned by the respective

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

parties and may not be shared with anyone else or used without written consent of the owner.

4.5.4 Incident Reporting

Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall, within 24 hours of discovery, report to CSD's Information Security Office at ISO@csd.ca.gov any security incident contemplated herein. Examples include, but are not limited to, stolen or lost equipment, malware/ransomware detection, suspected hacking, etc. Contractor further agrees CSD shall have the right to participate in the investigation of a security incident involving CSD's data, and to cooperate fully with CSD and other relevant State entities during independent investigation of the security incident.

4.5.5 Audit Trail Responsibilities

Both parties are responsible for auditing application processes and user activities. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and actions taken by system administrators.

4.5.6 Data Sharing Responsibilities

Contractor shall ensure that all primary and delegated secondary organizations that share, exchange, or use personal, sensitive, or confidential data, pursuant to this Contract and subcontracts issued by Contractor, shall adhere to these security requirements and applicable state and federal law, in addition to further data sharing guidance as may be issued by CSD during the term of this Contract. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

4.6 Travel and per diem

4.6.1 Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements and are subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75, including 45 CFR § 75.474).

4.6.2 Contractor shall complete the Out-of-State Travel Form (CSD 536) and keep on file with back up documentation for compliance monitoring. Out-of-State travel is limited to two staff per event, unless otherwise indicated on the Out-of-State-Travel Form CSD 536. Contractor must seek pre-approval, prior to travel, for non-preapproved

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

conferences when more than two staff are attending.

4.6.3 In the absence of a written travel reimbursement policy, Contractor shall receive reimbursement rates not to exceed federal per diem limits.

4.7 Conflict of Interest

4.7.1 Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to sub-contracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.

4.7.2 Contractor shall not pay Federal funds received from CSD to any entity in which it or one of its employees, officers, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75, including 45 CFR §§ 75.112 & 75.327).

4.7.3 Contractor shall ensure that its employees and the officers of its governing body do not engage in actual or potential conflicts of interest and that no officer or employee who has responsibility for any activity or function with respect to LIHEAP and the implementation of this Contract shall have any personal financial interest in such activity or function or otherwise personally benefit or gain from the activity or function.

4.7.4 Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

4.7.5 Contractor shall not provide LIHEAP services or benefits in situations where an actual or perceived conflict of interest exists, unless the activity is explicitly allowed under Contractor's conflict of interest policies and procedures that are compliant with

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

federal requirements. If Contractor provides program services to owner-occupied or rental dwellings that are owned or managed by the Contractor, its employees, or officers, Contractor shall submit the Property Certification form (CSD 678), in advance of providing weatherization and Energy Heating and Cooling Services (EHCS). Contractor shall ensure that other recipients or potential eligible recipients of services are not prejudiced or adversely affected by the receipt of services by Contractor.

4.7.6 Contractor must demonstrate that it will:

4.7.6.1 Follow all client eligibility and prioritization requirements of the federal and State LIHEAP programs, as applicable to each service or activity;

4.7.6.2 Comply with all dwelling eligibility requirements of this Contract, including but not limited to the prohibition against rent increases after service delivery and multiple dwelling restrictions;

4.7.6.3 Substantiate the need for weatherization and EHCS by completing a dwelling assessment for each individual dwelling unit served; and

4.7.6.4 Consent to any further conditions required by CSD. Failure to obtain prior written approval by CSD may result in costs being disallowed.

4.8 Procurement Standards

4.8.1 Contract Administration

4.8.1.1 *Maintenance of written procurement procedures.* Contractor shall administer this Contract in accordance with all federal and state rules and regulations governing LIHEAP block grants pertaining to procurement, including the Code of Federal Regulations' Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards and amendments thereto, consistent with the general Code of Federal Regulations compliance requirement in Section 1.5, Article 1 of this Contract, 45 CFR Part 75, and pursuant to CPA-A-12-01. Contractor shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75) or any subsequent amendments to these standards, and the applicable provisions in this Contract, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.

4.8.1.2 *Eligible Bidders.* Contractor shall not permit any organizational conflicts

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall only award a subcontract to the bidder or offer or whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors relevant to the procurement. Contractor's solicitations shall clearly set forth all requirements that the bidder or offer or must fulfill in order for the bid or offer to be adequately and fairly evaluated by the recipient.

4.8.1.3 All supplies, materials, equipment, or services purchased or leased with funds provided pursuant to this Contract shall be used solely for the activities allowed under this Contract, unless the fair market value for such use is charged to the benefiting program and treated as program income earned under this Contract.

4.8.1.4 Contractor shall provide for an open and free competition, to include a cost analysis, in accordance with federal and state law, for the procurement of materials, supplies, equipment, or services.

4.8.1.5 *Non-Competitive bid justification.* If a service or product is of a unique nature, is in response to a public exigency or emergency, or more than one potential vendor/provider cannot reasonably be identified, Contractor shall document adequate justification for the absence of competitive bidding. "Adequate justification" must include but is not limited to:

4.8.1.5.1 Explanation of why the acquisition of goods or services is limited to one vendor or supplier;

4.8.1.5.2 Description of sole vendor/supplier's unique qualifications to provide the goods or services in question; and

4.8.1.5.3 Analysis of cost(s) to demonstrate reasonability.

4.8.1.6 *CSD Lease/Purchase Pre-Approval Requirements*. To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall obtain prior written approval from CSD of capital expenditures for vehicles and equipment with a unit cost of $10,000 or more through the submission of a Request for Purchase/Lease Pre-Approval (CSD 558) to CSD at least 15 calendar days prior to executing transaction. Transactions without CSD's prior written approval may be disallowed.

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

4.8.1.7 In all procurements, whether requiring CSD pre-approval or not, Contractor is solely responsible for maintaining adequate procurement records demonstrating compliance with Federal and State requirements.

4.8.1.8 Noncompliance with any of the provisions in this section may result in a disallowance of costs related to the procurement transaction.

4.9 Use and Disposition of Vehicles and Equipment

4.9.1 To ensure compliance with the requirements for vehicles and equipment, Contractor shall comply with Uniform Administrative Requirement, Cost Principles, and Audit Requirements for HHS Awards governing the acquisition of equipment with federal funds set forth in 45 CFR Part 75 (including 45 CFR §§ 75.320 & 75.439).

To ensure compliance with the requirements for equipment, vehicles, and the maintenance of equipment and vehicle records, Contractor shall adhere to CPN-A 17-01 or as revised. Contractor shall include information relevant to any purchase/lease pre-approval documented in the CSD 558 submitted to, and approved by, CSD, including the date the request was sent to CSD, the item(s) requested, and date of CSD approval in Contractor's property records.

4.9.2 Contractor shall provide the information specified in CPN-A-17-01, including any supporting documents, to CSD upon request.

4.9.3 *Limitation on Use of Funds.* Contractor shall assure that funds received under this Contract shall not be used for the purchase or improvement of land or for the purchase, construction, or permanent improvement of any building or other facility other than low-income weatherization or energy-related home repairs.

4.10 Subcontracts

4.10.1 Contractor may enter into subcontract(s) to provide services pursuant to this Contract in the service area(s) specified in Section 1.2 of Article 1. Subcontracts must require that parties comply with all applicable provisions of this Contract. Such requirement shall not relieve Contractor from any performance obligation created herein, nor from liability for a subcontractor's failure of performance.

4.10.2 If Contractor elects to subcontract for services, the Contractor's Board authorization and approval must be obtained and communicated to CSD in writing together with notice of execution of the subcontract as provided in Section 4.10.3. Contractor's Board, through a resolution or other official documentation, may elect to delegate the signing authority for the approval of subcontractors to the Chief Executive Officer or designated authority unless such delegation is set forth in the bylaws of the agency and a copy of the provision is communicated to CSD.

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

4.10.3 Within 60 calendar days of the execution of any subcontract, Contractor shall provide written notification to CSD of the execution of the subcontract as well as identifying information, to include the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program description of each subcontractor activity to be performed by the subcontractor.

4.10.4 Notification of subcontract execution shall contain certification by Contractor that to the best of Contractor's knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of subcontractor eligibility, Contractor may rely on information available at https://www.sam.gov/SAM/pages/public/index.jsf.

4.10.5 If CSD determines that Contractor has executed a subcontract with an individual or entity listed as disbarred, suspended, or otherwise ineligible on the Excluded Parties List System as of the effective date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.

4.10.6 Contractor must ensure that funds expended pursuant to this Contract are allowable and allocable. Contractor must adopt fiscal control and accounting procedures sufficient to enable the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Contract. Contractor shall ensure that any subcontracts under this Contract contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

4.10.7 Contractor shall notify subcontractor(s) in writing within five business days of such action in the event CSD suspends, terminates, and/or makes changes to services to be performed that materially alter the obligation of the subcontractor under this Contract.

4.10.8 Contractor is liable for the failure of performance of the terms, conditions, assurances, and certifications of this Contract, without recourse against CSD over matters involving subcontracts entered into for the implementation of this Contract, including but not limited to disputes, claims, or other legal action for breach of contract, negligence, torts, or criminal acts and other misconduct.

4.10.9 Nothing in this Contract creates or implies a contractual relationship between CSD and any subcontractor or creates any obligation by CSD to any subcontractor. Contractor is liable to CSD for damages to CSD for the acts and omissions of its

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

subcontractors that occur in connection with the implementation of this Contract. Contractor's obligation to pay its subcontractors is independent of any obligation of CSD to pay Contractor, and Contractor shall not represent to subcontractors any such obligation of CSD to pay or ensure payments to subcontractors.

4.10.10 All subcontractors shall be subject to applicable training requirements and shall maintain records of completion and certification in accordance with record-keeping provisions in this Contract. In addition, subcontractors whose training is provided at Contractor's expense will be subject to a retention contract, as indicated in Section 9.1.4.

4.11 Complaint Management Policies and Procedures

4.11.1 Contractor shall establish and maintain policies and procedures for handling complaints and provide applicants an opportunity to register a complaint based on their experience with attempts to obtain services under LIHEAP. The policies and procedures shall be in writing and Contractor shall provide the complaint process to interested individuals upon request.

4.11.2 Contractor shall ensure that all formal complaints are documented and include the date, time, client name and address, and nature of the complaint and the actions undertaken by the Contractor to resolve the issue. For purposes of this section, "formal complaint" means a written complaint filed with the Contractor by the complainant.

4.11.3 If the Contractor's efforts did not result in a resolution, the Contractor may refer the applicant or client to CSD. The Contractor shall contact CSD and explain the issue, actions taken to resolve the issue, and provide CSD with all supporting documentation that indicates the nature and extent of Contractor's effort to resolve the issue.

4.11.4 CSD shall immediately be notified if the Contractor has reason to believe that the complainant will contact the media, a State or Federal oversight agency, or the Governor's Office regarding the complaint.

4.12 Fair Hearing Process for Applications for Denial of Benefits by Contractor

4.12.1 Contractor shall establish a written appeals process to enable applicants who are denied benefits or services, or who receive untimely response or unsatisfactory performance, the right to appeal the decision or performance to the Contractor. Contractor's process shall include, at a minimum, all of the requirements of 22 CCR § 100805 (b) plus:

4.12.1.1 Provisions that ensure that each applicant is notified in writing of the right to appeal a denial of or untimely response to an application, or to appeal

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

unsatisfactory performance. At the time the applicant applies for services, applicant shall be informed of appeal rights and appeal procedures, to include the right to appeal to both the Contractor and to CSD;

4.12.1.2 Provisions that ensure that Contractor will make a good faith effort to resolve each appeal;

4.12.1.3 Provisions that ensure that Contractor shall notify the applicant in writing of the Contractor's final decision within 15 business days after the appeal is requested. If the appeal is denied, the written notification shall include instructions on how to appeal the decision to CSD. Whenever Contractor notifies an applicant of a denial of an appeal, Contractor shall at the same time provide a copy of the final decision to the Manager of CSD's Energy Services Division; and

4.12.1.4 Provisions to track information on denials and appeals.

4.12.2 Upon receipt of an applicant's appeal of a Contractor's denial of benefits or services, CSD may conduct a hearing in accordance with established procedures. CSD's decision following the appeal and hearing shall be final.

4.13 Fraud, Waste, and Abuse

4.13.1 Contractor shall submit a written report to CSD within 30 calendar days of discovery of incidents and activities, or suspected incidents and activities, involving fraud, waste, and abuse of LIHEAP funds by Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor. Incidents and activities subject to reporting under this section include, but are not limited to, criminal acts and other violations of law constituting a misuse of funds that could result in cost disallowance. Contractor shall inform CSD within 30 calendar days of any reports or complaints submitted to law enforcement officials by Contractor, Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor, concerning the misuse of LIHEAP funds.

4.13.2 Contractor shall provide employees, subcontractors, clients, and other parties affiliated with the Contractor the information necessary to report fraud, waste, and abuse to the U.S. Department of Health and Human Services Office of Inspector General Fraud hotline.

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

FINANCIAL REQUIREMENTS

ARTICLE 5 - ADMINISTRATIVE AND PROGRAM EXPENDITURES REQUIREMENTS

5.1 Budget Guidelines

5.1.1 Budget and Allocation Forms

5.1.1.1 Upon execution of this Contract, CSD shall release at least 50% of the anticipated annual allocation as reflected in the allocation spreadsheet. The remaining allocation shall be released when CSD receives funds from HHS.

5.1.1.2 If the LIHEAP annual grant award is yet to be determined and CSD must fund this Contract based on Continuing Resolution appropriations, CSD shall amend the Contract and update the allocation spreadsheet to reflect the Final allocation.

5.1.2 Minor Modifications

If Contractor intends to request a minor modification to this Contract, Contractor shall submit a Request for Amendment/Modification Energy (CSD 509), by completing a CSD 509 with a justification supporting the fund transfer or change request. Contractor may submit the signed request for amendment/modification to CSD via email, fax, or hard copy with signature via Mail.

Minor modifications which Contractor may propose for approval by CSD include the following:

5.1.2.1 Transferring funds to increase or decrease the Utility Assistance total allocation;

5.1.2.2 Transferring funds to increase or decrease the Wood, Propane and Oil (WPO) total allocation (ECIP WPO or HEAP WPO);

5.1.2.3 Transferring funds between target service areas, which shall be conditioned upon Contractor meeting its target service areas expenditure requirements, as stated in Article 5.7, Section 5.7.3; or

5.1.2.4 Changes to the Agency Local Plan.

5.1.3 Fund Transfer Requirements

Subject to CSD approval, Contractor may elect to transfer funds between each of the

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

LIHEAP components, e.g., Weatherization and ECIP EHCS.

5.1.3.1 Funding transfers that would increase amounts available for Weatherization above the 25% maximum are prohibited.

5.1.3.2 Fund Transfer in Service Territory with Multi-Service Areas

If Contractor transfers funds from Administrative, Intake, Outreach, and other Support costs to Direct Services and/or Utility Assistance for a specific service area, then later transfer funds from the remaining service areas to replenish the Administrative, Intake, Outreach, or other Support costs such transfer of funds should not unduly impair the equitable provision of services or otherwise disadvantage potential recipients of benefits in any Service Area.

Subsequent transfer of funds to replenish the Support line(s) with Direct Service(s) and/or Utility Assistance funds shall be limited to fund transfer from Service Area(s) that benefited from the preceding transfer.

5.1.4 Sufficient Funds for Crisis Services

Contractor must allocate sufficient funds to offer crisis services through at least March 15, 2023 and in accordance with the Agency Local Plan.

5.1.5 Weatherization Waiver

Unless and until HHS grants CSD a weatherization waiver, Contractor may not expend or be reimbursed for costs in excess of the amount reflected in the initial WX Program Column of the allocation spreadsheet. If the weatherization waiver is granted, Contractor may, upon written notification from CSD, expend and will be reimbursed for expenditures up to 100% of the available allocation, as reflected in the WX Program Subtotal Column of the allocation spreadsheet.

5.2 Utility Assistance Expenditure Requirements

5.2.1 The Utility Assistance portion of Contractor's grant shall be retained by CSD to enable CSD to make direct utility assistance payments to clients and/or to utility companies. Contractor's Administrative and Assurance 16 budget line item shall be based on Contractor's total allocation, including Utility Assistance.

5.2.1.1 Energy Crisis Intervention Program (ECIP): Electric and Gas (Fast Track)

The total amount allocated to the ECIP Fast Track Program shall be administered by Contractor in accordance with the terms of this Contract, with payments to recipients issued by CSD.

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

5.2.1.2 Home Energy Assistance Program (HEAP): Electric and Gas Allocation

The total amount allocated to the HEAP Electric and Gas Program shall be administered by Contractor in accordance with the terms of this Contract, with payments to recipients issued by CSD.

5.2.2 ECIP Payments - Electric and Gas (Fast Track)

Payment for applicant's electric and/or gas energy bills shall be made by CSD directly to the utility company or in the form of a dual-party warrant, payable to the applicant and the utility company. All payments shall be deducted from Contractor's Utility Assistance allocation.

5.2.3 HEAP Payments - Electric and Gas

Payment for applicant's electric and/or gas energy bills shall be made by CSD directly to the utility company or in the form of either a dual-party warrant, payable to the applicant and utility company; or, in the case where the cost of energy is included in applicant's rent, a single-party warrant shall be issued, payable to the applicant. All payments shall be deducted from Contractor's Utility Assistance allocation.

5.3 Working Capital Advance and Major Purchase Advances

5.3.1 Working Capital Advance (WCA)

Contractor may, in accordance with applicable law, receive WCA payments of allowable program costs per this Contract, provided Contractor complies with the provisions of this section and guidance issued by CSD as is needed to implement this section. In order to receive a WCA, Contractor's financial management systems shall be compliant with the provisions of this Contract, WCA Requirements, applicable CPNs and CPAs, and the standards for fund control and accountability as established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

5.3.1.1 WCA Requirements include the following standards:

5.3.1.1.1 The WCA shall be for the minimum amounts necessary, timed in accordance with Contractor's immediate cash requirements, which will enable Contractor to carry out the purposes of this Contract;

5.3.1.1.2 WCA Requirements issued by CSD to Contractor, while conforming to the requirements of this Section 5.3.1, shall take into account the practical requirements and limitations of

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

efficient administration and the effective implementation of this Contract by both Contractor and the CSD;

5.3.1.1.3 Interest on Advances. Contractor shall deposit all advances in an interest-bearing account. Interest earned, up to $500 per year, may be retained by Contractor for administrative expenses. The account shall be sufficiently segregated to enable the tracking and accounting of WCA funds issued by CSD. Any interest earned on LIHEAP advances shall be accounted for and expended pursuant to 2 CFR § 200.305(b)(9) (45 CFR § 75.305(b)(9)); and

5.3.1.1.4 Non-advance Payments and Offsets. If Contractor elects not to request a WCA, payment for allowable expenses under this Contract shall be made upon approval by CSD of Contractor's monthly Expenditure Activity Report. If Contractor owes CSD any outstanding balances for overpayments under any contract, current or previous, the balance may be offset, based on arrangements made with the Contractor.

5.3.1.2 Contractor shall adhere to the WCA Requirements outlined in CPN-E-19-001, which is available online at: https://agencies.csd.ca.gov/home/Energy/Pages/CPNCPA-Energy.aspx.

5.3.1.3 Major Purchase Advances

In the event Contractor needs significant cash outlay for large purchases, a special advance may be requested at any time during the contract term. To request a Major Purchase Advance, the following requirements apply:

5.3.1.3.1 Request must be completed via the Major Purchase Advance Request (CSD 144);

5.3.1.3.2 Limited to purchase of items in excess of $10,000;

5.3.1.3.3 No advance will be issued until the Request for Pre-approval of Purchase/Lease (CSD 558) has been approved by CSD;

5.3.1.3.4 Procurements must comply with the open and competitive bid process, which must be documented through the Request for Pre-approval of Purchase/Lease (CSD 558);

5.3.1.3.5 Advance repayment for major purchases will be liquidated upon the first expenditure reporting period following the date of the purchase of the item or items identified in the Request

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

for Pre-approval of Purchase/Lease (CSD 558). An Advance Request (CSD 144) must reflect 100% liquidation in the month following the expected date of purchase;

5.3.1.3.6 Major Purchase Advance requests will not be granted until such time as no less than 50% of the current WCA has been repaid. The combined total amount of the WCA and Major Purchase advance cannot exceed 25% percent of the Contract or the remaining contract balance, whichever is less; and

5.3.1.3.7 Interest on Major Purchase Advances. Contractor should deposit all major purchase advances in an interest-bearing account. Interest earned, up to $500 per year, may be retained by Contractor for administrative expenses. The account shall be sufficiently segregated to enable the tracking and accounting of Major Purchase Advances funds issued by CSD. Any interest earned on LIHEAP advances shall be accounted for and expended pursuant to 2 CFR § 200.305(b)(9) (45 CFR § 75.305(b)(9)).

5.3.2 WCA and Major Purchase Advance Limits

Pursuant to 22 CCR § 100840 (a) the total amount advanced to Contractor at any time, whether in the form of a WCA or Major Purchase Advance, shall not exceed 25% of Contractor's total contract amount, excluding the Utility Assistance allocation amount. If the WCA or Major Purchase Advance request exceeds the remaining balance, then CSD shall only provide Contractor with the amount of the remaining balance. Advance amounts repaid by Contractor may be replaced by additional advances at any time as allowed in this Section 5.3 and corresponding guidance.

5.4 Program Income

5.4.1 Contractor shall maintain records of the receipt and disposition of all "program income" defined in 22 CCR § 100855(c) and pursuant to CPN-A-18-01, as income that is generated or earned as a result of LIHEAP activities.

5.4.2 Determining Net Program Income

5.4.2.1 Except as provided below in Section 5.4.2.2, any costs Contractor incurs in generating program income may be deducted from gross program income to determine net program income.

5.4.2.2 Contractor shall not deduct from gross program income any allowable program expenses for which Contractor has been, or will be, reimbursed from the LIHEAP grant award.

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

5.4.3 Expenditure, Reporting, and Rollover of Program Income

5.4.3.1 Program income must be expended in accordance with the requirements for expenditure of regular LIHEAP funds, for allowable program purposes.

5.4.3.2 Contractor may expend program income during the term of this Contract. Contractor shall report all such expenditures, along with remaining unexpended program income, at the close-out of this Contract or at such other time(s) as CSD reasonably requires.

5.4.3.3 Contractor's unexpended program income at the close-out of this Contract shall roll over to subsequent LIHEAP contract(s).

5.4.3.4 If Contractor has generated program income with leveraged funding source(s) in addition to LIHEAP, the LIHEAP portion of rollover program income must be tracked by Contractor and can be used for allowable LIHEAP expenditures.

5.5 Wood, Propane and Oil Returned Payments

5.5.1 Contractor shall maintain a tracking-log of returned payments, including Supplemental WPO payments referenced in CPA-E-21-04, for services provided. Returned payments must not be entered into the Expenditure Activity Reporting System (EARS) or CSD's Combined Outcome Reporting Engine (CORE). Upon receipt of the returned payment Contractor shall make the following attempts to contact client:

5.5.1.1 Make every reasonable attempt to contact client within five business days of receiving the returned payment during the contract term. The following shall constitute a reasonable effort and be maintained in the client file:

5.5.1.1.1 One phone call attempt stating the client has the option to reclaim the returned payment and provide Contractor with the updated vendor information to reissue the returned payment amount; or

5.5.1.1.2 One letter to the client stating the option to reclaim the repayment and provide Contractor with the updated vendor information to reissue the returned payment amount.

5.5.1.2 Hold the returned payment for the client for 10 business days subsequent to all attempts to contact the client.

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

5.5.1.3 If the client does not contact Contractor within the above time frames the returned payment shall be added to the current WPO allocation tracking log.

5.5.1.4 If Contractor is unable to identify the client of the returned payment the payment can be added to the current WPO allocation tracking log.

5.5.2 Contractor may expend returned payments on WPO services during the term of this Contract. Contractor shall report all such expenditures, along with remaining unexpended returned payments, at the close-out of this Contract or at such other time(s) as CSD reasonably requires.

5.5.3 Contractor's unexpended returned payments at the close-out of this Contract shall be returned to CSD.

5.5.4 Returned payments received after the close-out of the contract shall be promptly returned to CSD.

5.5.5 If Contractor is unable to determine whether the returned payment is funded from the current contract, the returned payment shall be promptly returned to CSD.

5.6 Allowable Costs

5.6.1 Cost Reporting

5.6.1.1 All costs shall be reported using a "modified accrual" or "accrual" method of accounting.

5.6.1.2 Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs.

5.6.1.3 Contractor shall report all expenditures at actual cost and shall maintain records and source documentation in such a manner as to substantiate all costs reported.

5.6.2 Administrative

5.6.2.1 General

5.6.2.1.1 Administrative costs shall not exceed the amounts as set forth in allocation spreadsheet.

5.6.2.1.2 Administrative Costs shall mean actual costs for auxiliary functions such as salaries, wages, workers compensation, and

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

fringe benefits for administrative staff, as well as for facilities, utilities, equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program.

5.6.2.2 Contractor shall use Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75) as a guide for determining administrative costs.

5.6.2.3 Administrative Equipment More Than $10,000—Acquisition Costs

5.6.2.3.1 Acquisition costs shall mean the actual costs associated with the purchase of equipment over $10,000 per unit used for administrative purposes.

5.6.2.3.2 CSD pre-approval is required for the purchases or lease-purchase option of equipment with a total value greater than $10,000 utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).

5.6.2.4 Administrative Out-of-State Travel

Administrative out-of-state travel costs shall mean cost incurred for out-of-state meeting, conferences or training that is critical to administering and/or maintaining LIHEAP. Travel expenses are limited to transportation, subsistence and related items incurred by traveling on official business on behalf of Contractor.

5.6.3 Program Costs

5.6.3.1 General

Program costs are all allowable costs other than Administrative Costs. Program costs include those actual costs that are directly attributable to the performance of this Contract and that are reasonable and necessary as determined by CSD for the purpose of delivering services.

5.6.3.2 Assurance 16

Assurance 16 costs shall not exceed the total amount set forth in the allocation spreadsheet.

5.6.3.3 Intake

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

Intake shall be allocated at 8% of the Weatherization Budget and 8% of the ECIP/HEAP Direct Services/Utility Assistance Budget based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual cost up to 8% of Final Allocation. Intake in excess of 8% may be charged as an administrative cost not to exceed allowable administrative cost maximum.

5.6.3.4 Outreach

Outreach shall be allocated at 5% each of the Weatherization, ECIP/HEAP and Direct Service/ Utility Assistance, Assistance budgets based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual cost up to 5% of Final allocation.

5.6.3.5 Training and Technical Assistance

Training and technical assistance shall be allocated up to 5% of the total Weatherization allocation and up to 2% of the total ECIP/HEAP allocation based on the Interim Allocations and/or subsequently the Final Allocation. Training and technical assistance shall not exceed these limits and shall be reimbursed at actual cost. Reimbursement shall be limited to actual cost up to 5% of Weatherization allocation, and 2% of ECIP/HEAP allocation.

5.6.3.5.1 If Contractor determines that an increase in the allowable allocation for training and technical assistance is needed to cover the cost of the software database collection system or related automation training as specified below, then Contractor must submit a request to, and obtain prior approval from, CSD.

5.6.3.5.2 Associated training and technical assistance costs may include costs related to travel, admission, materials, and actual salaries/wages. Subcontractor training costs are limited to travel, admission, and materials.

5.6.3.5.3 Training and technical assistance shall include costs associated with the completion of weatherization-related training as specified in the Training Requirement of Section 9.1 of this Contract. Training may include, but not limited to, internal contractor training, safety training, attendance of weatherization-related training to include the software database collection system or other forms of training to aid in the development and skill of staff in utilizing and supporting internal program automation systems, and/or weatherization-related workshops sponsored by utility companies, Department

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

of Energy (DOE), or CSD training. CSD training may include Local Service Provider's Meetings and Association of California Community and Energy Services Roundtable Meetings, and/or other organizations offering a component of weatherization training, and/or is necessary to carry out the direct delivery of services.

5.6.3.5.4 Training for job corps and workforce development trainees shall be limited to required CSD health and safety training sessions, unless otherwise approved by CSD.

5.6.3.5.5 Contractor staff out-of-state travel costs shall mean cost incurred for out-of-state meeting, conferences, or trainings that are critical to carrying out LIHEAP. Travel expenses are limited to transportation, subsistence, and related items incurred by traveling on official business on behalf of the Contractor.

5.6.3.6 Acquisition Costs

5.6.3.6.1 Minor Vehicle and Field Equipment Less Than $10,000 – Acquisition Costs.

Minor Vehicle and Field Equipment costs under $10,000 per unit must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

5.6.3.6.2 Major Vehicle and Field Equipment costs $10,000 or Greater – Acquisition Costs Must Be Pre-Approved

CSD pre-approval is required for the purchases or lease-purchase option of vehicles and field office equipment with a total value of $10,000 or greater, utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).

5.6.3.7 Other Program Costs:

5.6.3.7.1 Other Program Costs

Other Program Costs shall mean the actual costs associated with field staff wages, program management and support wages, ancillary supplies, disposal fees, and Historic Preservation review costs, lodging and per diem, vehicle and equipment repair, maintenance, and fuel, waste breakage, and solar water heating maintenance.

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

5.6.3.7.2 Workers' Compensation

Workers' Compensation shall mean those actual costs associated with workers' compensation coverage for program staff whose salaries and wages are chargeable under program costs.

5.6.3.8 Liability Insurance

Liability Insurance shall mean those actual costs allocated for insurance bonds, general liability, vehicle insurance, and pollution occurrence insurance (if applicable).

5.6.3.9 General Operating Costs

General Operating Costs may be charged to the program and are for costs that are directly allocable to those activities defined as related facilities, office and computer equipment, office supplies, telephone, travel, and materials and activities to prevent exposure related to COVID-19 as allowable program costs.

5.6.3.10 Automation Costs

5.6.3.10.1 Contractor can expend funds to the Automation Costs (AC) in an amount not to exceed $50,000, to be used to meet contract program startup requirements such as IT automation needs to comply with updated or new Expenditure Activity Reporting System, Weatherization Database and Core ("CSD System") requirements or contractual reporting requirements programmatic in nature, related to CSD System IT expenses, and with ongoing programmatic IT expenses. AC funds are not limited exclusively to CSD System-related IT expenditures but any IT expense related to CSD System costs incurred including necessary training on upgrades to Contractor's system.

5.6.3.10.2 If Contractor expended funds in a prior year for a system and now wants to purchase a new system with AC funds, Contractor must utilize unrestricted funds and bear the full cost of the conversion to such an alternative system. Contractor may be granted a variance from this requirement provided Contractor's AC plan is appropriately revised and CSD gives its written approval of the plan and request for variance.

5.6.3.10.3 Contractor shall report all automation and IT expenditures related to compliance with the reporting requirements under this Contract in the Automation Costs line item. Such

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

expenditures may include, but is not limited to, computer and IT equipment; approved front-end database acquisition and ongoing subscription costs; IT security implementation costs; and IT systems training. All costs reported in this line item must be directly related to program functions. IT costs related to administrative functions shall be reported as administrative costs pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards (45 CFR Part 75).

5.6.3.10.4 Contractors with multiple LIHEAP contracts for the same contract year are limited to reimbursement up to $50,000 per contract. Contractor shall allocate costs among contracts when permitted and may not charge the same costs to more than one contract.

5.6.3.10.5 CSD System-related IT costs charged to the AC shall be submitted for reimbursement in accordance with CSD's normal reporting and accounting procedures.

5.6.3.10.6 CSD System-related IT costs that exceed the maximum AC amount of $50,000 may not be reimbursed by CSD.

5.6.3.10.7 Contractors that remain in contract with their front-end vendor are not required to conduct a procurement for ongoing maintenance, updates or process improvements performed by the front-end vendor.

5.6.3.10.8 Upon approval by CSD, Contractor may procure, from CAP 60 ©, Hancock™ or ServTraq©, a new automated reporting system with supplemental functionality beyond basic CSD System reporting requirements. The following provisions apply to CAP 60 ©, Hancock™ and ServTraq© System Users:

5.6.3.10.8.1 If Contractor elects to procure a new automated IT reporting system, it is the Contractor's obligation to ensure that the system procured is fully compliant with CSD System requirements. CSD's responsibility is limited to providing Contractor or its vendor with the applicable system specifications, interface and security protocols;

5.6.3.10.8.2 If Contractor expended funds in a prior year for a system and now wants to purchase a new system with AC funds, Contractor must utilize unrestricted funds, to bear the full cost of the conversion to such an alternative system. Similarly, Contractor may not use future annual AC funding for such conversion. Any alteration to this provision requires prior written approval from CSD and must include the submission of a revised AC plan; and

5.6.3.10.8.3 Systems and services procured by Contractor in order

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

to obtain and implement CAP 60 ©, Hancock™ or ServTraq© system shall be conducted in compliance with Contractor's procurement policy and with all applicable LIHEAP contract requirements and the provisions of federal and state law. Contractor may, at Contractor's option, participate in a consortium of local service providers to procure jointly an automated reporting system from CAP 60 ©, Hancock™ or ServTraq©, provided Contractor's procurement policy is not violated in such a manner as to render the process flawed or unfair. Contractor may rely on any local service provider subject to this Amendment to conduct the procurement on Contractor's behalf provided, however, that: 1) Contractor shall not be absolved from fulfilling applicable procurement obligations and requirements; 2) Contractor shall review all pertinent procurement documentation for sufficiency; and 3) make such documentation available to CSD upon request.

5.6.3.11 Weatherization Program Activities

Weatherization Program Activities shall mean those costs associated with the installation of measures to those dwellings weatherized and reported as completed, to include but not limited to, assessment, diagnostic testing, labor, materials, subcontractors, environmental inspections, permits, Home Energy Rating System (HERS Raters), and Environmental Hazard Work weatherization materials.

5.6.3.12 ECIP Emergency Heating and Cooling Services (EHCS)

ECIP EHCS shall mean those costs associated with emergency heating and cooling repair and replacement services and other related costs, including costs associated with labor, materials, subcontractors, permits, HERS Raters, Environmental Hazard Work weatherization materials, and diagnostics all as further defined by the ECIP Policy and Procedures, and the Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy. The ECIP Policy and Procedures is hereby incorporated by reference to this Contract and available on the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

5.7 Service Area Expenditures Requirements

5.7.1 For purposes of this section the following definitions apply:

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

"Service Area" means the geographical area for which Contractor receives a discrete grant allocation, whether in a contract pertaining to that geographical area alone, or in a contract covering multiple geographical areas, as for example, multiple counties.

"Service Territory" means the totality of Contractor's Service Area(s), whether: 1) a single county; 2) a portion of a single county; 3) multiple counties; or 4) a single county in combination with a portion of another county. Accordingly, the single Service Area or combined Service Areas for which Contractor provides services constitutes Contractor's Service Territory.

"Target Allocation" means the sum of money from the LIHEAP state grant designated by CSD for expenditure in a designated Service Area.

"Target Service Area" means the service area for which a grant allocation has been designated on the LIHEAP Allocation Spreadsheet attached to this Contract.

Note: If Contractor provides only some LIHEAP services to a Service Area, e.g., weatherization services only or utility assistance services only and another contractor provides other LIHEAP services in the same Service Area, the contractors are co-service providers with respect to the Service Area in question and each is responsible for that portion of the grant allocation applicable to the services it provides. Contractor's Service Territory includes a Service Area in which the grant allocation is split with another contractor.

5.7.2 This section shall apply to Contractor if any of the following pertain:

5.7.2.1 This Contract involves funding for LIHEAP services provided by Contractor in multiple Service Areas;

5.7.2.2 Contractor provides only some of the LIHEAP services in multiple Service Areas under the terms of this Contract; or

5.7.2.3 Some combination of 5.7.2.1 and 5.7.2.2 above.

5.7.3 The Target Allocation(s) specified in this Contract shall be used either: a) to provide services within the geographical boundaries of Target Service Area(s) to which the allocation applies; or b) on behalf of the recipients of benefits who reside within the Target Service Area(s), thereby ensuring that the low-income persons in each Target Service Area receive their appropriate share of the grant award and that direct program funds designated for a particular Target Service Area are not expended for services in another Service Area without good cause.

5.7.3.1 Contractor is required to expend at least 90% of the applicable Target Allocation(s) in each Target Service Area(s).

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

5.7.3.2 Contractor shall, as requested by CSD, submit a LIHEAP Production Plan estimating the number of households served by the designated allocation for each Target Service Area and the Agency Local Plan explaining how Contractor will conduct targeted outreach activities, identify service needs in Target Service Areas and track expenditures.

5.7.3.3 At the time of close-out, Contractor shall submit a report comparing Contractor's production estimates, by Service Area, to actual expenditures, what lessons were learned, and what changes in operations are anticipated in coming years.

5.7.3.4 Contractor may, subject to CSD's written approval, expend a portion of a Target Allocation in another service area in which Contractor provides services pursuant to this Contract, under the following circumstances:

5.7.3.4.1 When there is no acute need or ready opportunity for full expenditure of direct program funds in the Target Service Area; and

5.7.3.4.2 When Contractor can readily expend direct program funds in an alternate service area to avoid under expenditure or a loss of funding.

5.7.4 Notwithstanding the provisions of Section 5.7.3, Contractor is authorized under the terms of this Contract to combine the Administrative, Intake, Outreach, Assurance 16, and other program support costs, including liability insurance, workers' compensation, and general operating portion of grant allocations for multiple Service Areas for purposes of efficiency and effective contract implementation, provided such combining of funds does not unduly impair the equitable provision of services or otherwise disadvantage potential recipients of benefits in any Service Area.

5.8 Reimbursement Guidelines

5.8.1 Claims for Reimbursement

Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs. Contractor shall report actual costs incurred for actual expenditures up to any applicable maximum amounts set by this Contract.

5.8.2 Assurance 16

5.8.2.1 Assurance 16 costs and its related services include those actual costs that are directly attributable to the performance of this Contract and that are

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

reasonable and necessary as determined by the CSD for the purpose of delivering services. Assurance 16 costs shall include needs assessment, client education, budget counseling, and coordination with utility companies.

5.8.2.2 Contractor may claim Assurance 16 costs for client education only once when LIHEAP and DOE funds and services are provided concurrently in the same residential dwelling unit.

5.8.3 Wood, Propane, and Oil Assistance

5.8.3.1 HEAP WPO

Contractor may claim reimbursement for HEAP WPO expenditures and activities expenditures as required in accordance with the terms of this Contract.

5.8.3.2 ECIP WPO

Contractor may claim reimbursement for ECIP WPO expenditures as required in accordance with the terms of this Contract.

5.8.4 Weatherization and EHCS Specific

5.8.4.1 Contractor may claim reimbursement for Weatherization-related activities under the terms of this Contract as documented on the CSD Dwelling Assessment Form (CSD 540) or approved Contractor's equivalent for each eligible household not previously weatherized.

5.8.4.2 Contractor shall ensure that duplicate billings for the same product or service do not occur.

5.8.4.3 All service completed dwellings unit shall be submitted for payment within 90 calendar days of completion or by the due date of the last reporting period of this Contract, whichever is less. A service completed unit shall not be carried over into another contract period, except when there are insufficient funds to cover a portion or the entire cost of rendered services. In the event a completed unit is billed in the subsequent contract, the Contractor must also ensure that the applicant meets the income eligibility requirements.

5.8.4.4 Contractor may claim reimbursement for labor and material expenses associated with Environmental Hazard Work activities intended to assure the health, safety, and well-being of workers and dwelling occupants during the performance of in-home Weatherization and EHCS services

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

under this Contract. Environmental Hazard Work activities include activities to prevent exposure related to the disturbance of asbestos, lead paint and the COVID-19 virus. Materials shall include items that are disposable or have temporary use, such as Tyvek suits, hand sanitizer, cleaning supplies, disposable face masks, HEPA vacuum cleaner bags/filters, etc. Labor shall include those activities related to prepping and cleaning within the workspace to prevent contamination.

5.8.4.5 For emergency ECIP EHCS provided outside Contractor's normal business hours of operations, Contractor may exceed the maximum cost limits allowed for repair and replacement services. Contractor shall not request reimbursement for more than one heating and/or cooling unit repaired or replaced per household.

5.8.4.6 Measure Reimbursement

5.8.4.6.1 Measure Maximums

5.8.4.6.1.1 For those Weatherization and EHCS measures that have an established maximum rate, the reimbursement amount shall be equal to the actual labor costs of Weatherization or EHCS crew members and the actual cost of the materials, subcontracted services not to exceed the maximum reimbursement allowable.

5.8.4.6.1.2 Weatherization or EHCS measure costs exceeding the maximum reimbursement limit cannot be offset by charging the cost difference to another weatherization measure or another CSD program.

5.8.4.6.1.3 When costs for a measure exceed the maximum reimbursement allowed, Contractor shall obtain prior written approval from CSD to exceed the maximum cost reimbursement and/or quantity limit for weatherization and ECIP HCS measures as described in Reimbursement Rates for Weatherization and ECIP EHCS Activities located in Article 13. Otherwise, at the Contractor's discretion, Contractor may elect to not provide the weatherization measure/service in the event the total cost exceeds the maximum cost reimbursement.

5.8.4.6.2 Assessments and Diagnostics

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

5.8.4.6.2.1 Contractor may claim reimbursement for dwelling assessment for each eligible household.

5.8.4.6.2.2 Contractor may claim reimbursement for dwelling assessment for each eligible unit not previously weatherized.

5.8.4.6.2.2.1 For dwellings weatherized under this Contract, Contractor may claim reimbursement for a modified dwelling assessment, as defined in Article 13, to perform reweatherization or callback services during the useful life period of the initial dwelling assessment.

5.8.4.6.2.2.2 Once the useful life term has expired for the initial or last performed dwelling assessment, Contractor may claim a full dwelling assessment to perform reweatherization services.

5.8.4.6.2.3 If a dwelling was previously weatherized under a nonfederal program, the dwelling and occupant eligibility must be recertified; therefore, Contractor may claim reimbursement for assessment of dwelling.

5.8.4.6.2.4 In the case of an un-weatherized dwelling where the installation of measures was not feasible, and/or the dwelling was not accessible to install measures, Contractor may claim reimbursement for any related assessments and/or diagnostic checks that were performed.

5.8.4.6.2.5 Contractor may claim reimbursement for dwelling assessment only once when LIHEAP and DOE funds are used concurrently in the same unit.

5.8.4.6.2.6 HERS Rater and permit fees are acceptable expenses and may be charged only once per dwelling to ECIP EHCS or LIHEAP weatherization or DOE weatherization per weatherized dwelling. HERS Rater fee and permit reimbursement include subcontractor cost, staff time on job site, and fees that will be reimbursed based on the actual cost.

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

5.8.4.6.3 Labor Reimbursement

5.8.4.6.3.1 Contractor shall bill the number of actual labor hours and actual labor cost incurred by weatherization crew members or other persons associated with the installation, assessment and inspection of weatherization measures, removal of debris and appliances, the procurement of permits and services performed by HERS Raters.

5.8.4.6.3.2 Contractor must be able to substantiate all actual labor hours and labor costs charged.

5.8.4.6.3.3 Actual labor hours and costs for weatherization and EHCS services shall not exceed the cumulative number of hours on the job site and shall be substantiated with client file documentation, job schedules, and payroll time records.

5.8.4.6.3.4 When the installation of a measure is subcontracted and there are billable labor hours for weatherization and/or Contractor's crew members who participate in the installation of that subcontracted measure, Contractor may bill, in addition to the subcontracted expenditure, the actual labor hours and labor costs incurred by Contractor's crew members.

5.8.4.6.3.5 Labor expenses for weatherization service delivery shall exclude labor expenses associated with training, travel to weatherization job sites, staff time not associated with the direct installation and/or performance of weatherization services and activities on the job site, downtime and general operating expenses as provided in subsection 5.8.4.6.5 Other Program Costs.

5.8.4.6.3.6 Lead Safe Weatherization

Contractor may claim reimbursement for renovator certification, defined as field-related labor costs associated with performing lead renovator certification for ensuring lead paint safety on weatherized dwellings built prior to 1978.

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

5.8.4.6.4 Heating and Cooling Services (HCS/EHCS)

5.8.4.6.4.1 If, during the course of repairing a defective unit, additional problems are found that would increase the cost of repairs to an amount beyond the established limits for repairs, Contractor may claim reimbursement for incurred costs related to the repair in addition to those costs associated with the replacement of the heating/cooling appliance.

5.8.4.6.4.2 Dwellings in which a single appliance has been both repaired and replaced within the same Weatherization and/or ECIP EHCS component, or under a call-back, Contractor may claim reimbursement for both the repair and the replacement of the appliance. Contractor shall report the single appliance as both a repaired and replaced appliance.

5.8.4.6.4.3 For multi-unit dwellings with a common system (water heater, heating and/or cooling), Contractor shall prorate the cost of each common system among all dwelling units within that building envelope.

5.8.4.6.4.4 Duct repairs and replacements can only be charged to ECIP EHCS when provided in conjunction with emergency heating/cooling services performed under EHCS.

5.8.4.6.5 Other Program Costs

5.8.4.6.5.1 Wages—Field Staff

Contractor may request reimbursement for the actual labor costs including benefits related to weatherization supervisors, assessors, inspectors, and crew members that are allocable to the program but not associated with the direct installation and/or performance of weatherization services/activities on the job site and training, including, but not limited to: job scheduling, job preparation, travel time, disposal of appliances and materials, building and prepping of weatherization materials away from the job site and downtime in accordance with any

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

guidance issued by CSD.

5.8.4.6.5.2 Wages – Program Management and Support

5.8.4.6.5.2.1 Contractor may request reimbursement for the actual labor costs related to program management and support staff directly responsible for the direct management and oversight over the LIHEAP Weatherization and EHCS program activity or providing direct support to ensure the successful delivery of weatherization services.

5.8.4.6.5.2.2 Reported costs may include labor costs associated with performing direct support in coordinating the delivery and tracking of LIHEAP Weatherization and EHCS program activity, including but not limited to: job scheduling, collating and aggregating of weatherization activities and materials, staff time associated with Historic Preservation Review activities, obtaining permits, and coordination of subcontracted services.

5.8.4.6.5.3 Lodging and Per Diem

Contractor may claim reimbursement for lodging and per diem related to the installation of weatherization measures subject to travel and per diem as described in the Travel and Per Diem Section Article 4.6 of this Contract.

5.8.4.6.5.4 Disposal Fees

Disposal fees are acceptable expenses and may be charged only once to ECIP EHCS, or LIHEAP Weatherization per appliance and building material waste. Disposal fee reimbursement is limited to the actual cost of the fee.

5.8.4.6.5.5 Vehicle and Equipment Repair, Maintenance and

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

Fuel

5.8.4.6.5.5.1 Contractor may claim reimbursement for expenses related to upkeep and maintenance of vehicles and equipment used in the direct delivery of weatherization services and EHCS. Allowable costs shall be limited to expenditures associated with the maintenance of the vehicles and equipment, fuel and oil.

5.8.4.6.5.5.2 Contractor shall maintain records for fuel expenditures, vehicle maintenance and vehicle usage to substantiate allowable travel costs related to and allocable to LIHEAP weatherization.

5.8.4.6.5.6 Historic Preservation Reviews

Historic Preservation Reviews means those expenses that are subcontracted to a third-party to perform the collection and reporting of potential weatherization properties subject to Historic Preservation Review requirements.

5.8.4.6.5.7 Waste Breakage

Waste breakage are those expenses associated with weatherization materials that have been damaged and are part of Contractors' inventory or special-order materials that are allocated to CSD programs. The cost of weatherization materials that are damaged and benefit multiple programs must be prorated accordingly. Costs must be directly associated to net changes in inventory and not associated with materials chargeable to another measure line item. Reimbursement for waste breakage is not allowable for subcontractors.

5.8.4.6.5.8 Ancillary Supplies

Ancillary supplies are additional low-cost materials or supplies (such as nuts, bolts, screws, and washers) necessary to install a weatherization

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

measure and not easily identifiable to a specific measure or dwelling. Costs of ancillary supplies that benefit multiple programs must be prorated accordingly. Costs must be directly associated to net changes in inventory and not associated with materials chargeable to another measure line item. Reimbursement for ancillary supplies is not allowable for subcontractors.

5.8.4.6.5.9 Solar Water Heating Maintenance

Solar Water Heating (SWH) Maintenance are scheduled maintenance service, as established by the manufacture, in order to maintain the SWH system in good working condition.

5.8.4.7 Dwelling Status

5.8.4.7.1 Completed Units

5.8.4.7.1.1 Except as otherwise provided in the CSD Technical Reference Manual (TRM), Contractor shall not report a weatherized dwelling as completed nor shall Contractor request reimbursement for a weatherized dwelling until all weatherization measures identified as feasible during the dwelling assessment have been installed, and inspected by a Quality Assurance Inspector, and all inspection fails have been resolved.

5.8.4.7.1.2 Contractor shall not bill for incomplete units or prematurely close a unit with outstanding, unfinished weatherization measures in order to receive reimbursement for work completed. If there are measures found to be non-feasible by crew members after the initial assessment, the reason for the non-feasibility shall be documented in the client file and, the job shall be reported as completed in accordance with subsection 5.8.4.7.1.1.

5.8.4.7.1.3 Contractor shall reimburse CSD for all costs associated with the delivery of weatherization services covered under this Contract to dwellings occupied by household's ineligible for weatherization assistance at the time such services

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

were provided.

5.8.4.7.1.4 ECIP EHCS

Dwelling units receiving services under ECIP EHCS may be reported as completed and billed immediately upon the completion of ECIP EHCS measures regardless of the completion status of weatherization measures installed in the same dwelling.

5.8.4.7.1.5 If Contractor is not able to complete weatherization or ECIP EHCS direct services during the Contract term, Contractor may complete the dwelling in the next contract year. If Contractor completes the dwelling in the next contract year, Contractor must verify the client meets the income eligibility requirements for the following year in order for the measures and dwelling to be eligible for reimbursement.

5.8.4.7.2 Building Permits

5.8.4.7.2.1 Contractor shall obtain all required permits in accordance with the TRM, prior to the commencement of all work performed, unless work is performed as a result of an emergency requiring immediate action where there is an imminent danger and requesting a permit would hinder the Contractor's ability to resolve the emergency. If an emergency is remedied, Contractor shall apply for a permit as soon as reasonably possible.

5.8.4.7.2.2 Penalties or fines imposed on Contractor or subcontractor by the local authority or building department are not allowable costs.

5.8.4.7.3 Previously Weatherized Dwellings

If the previous weatherization was performed under a nonfederal program or under this Contract, the occupant eligibility must be verified, and Contractor may seek reimbursement for the associated outreach and intake costs.

5.8.4.7.4 Leveraging Funds

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

Contractor may perform services and install energy conservation measures in a qualified dwelling as provided herein and in accordance with requirements of any other CSD program and compatible non-CSD funded program, if in the best interest of the client, provided:

5.8.4.7.4.1 Reimbursement for Weatherization or EHCS activities is claimed only once when LIHEAP and DOE, or any other funding source, are used concurrently in the same unit;

5.8.4.7.4.2 Contractor may divide materials and labor cost of a single measure among LIHEAP, DOE, or other CSD programs when the single measure in question is installed in a dwelling where Weatherization or EHCS services are provided concurrently under these programs; and

5.8.4.7.4.3 Contractor shall not bill multiple funding sources for the same product or service unless costs are allocated in such a manner that billing is not duplicative and Contractor receives no more than the total cost of the products and services provided. In accordance with TRM Appendix E Energy Audit/Priority List Protocol, individual measure leveraging of Audit Driven Measures (ADM) involving the use of DOE and LIHEAP grant funds is allowable under the following conditions:

5.8.4.7.4.4 The package of measures, including the full cost of the measure to be partially leveraged, must have an ADM Package SIR ≥ 1.0. Measures that are not included in this package do not qualify for partial measure leveraging;

5.8.4.7.4.5 Measures must have an SIR < 1.0, but ≥ 0.5, to qualify for partial measure leveraging. The amount billed under both LIHEAP and DOE cannot exceed the total cost of the installation for the measure.

5.8.5 SWEATS

5.8.5.1 Reimbursement shall be in accordance with CPN-E-20-01 SWEATS Policy.

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

5.8.5.2 Public Safety Power Shut-Off Preparedness (PSPS) reimbursement shall be in accordance with CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy and CPN-E-20-02M3.

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

ARTICLE 6 - REPORTING POLICIES AND PROCEDURES

6.1 Reporting Requirements

6.1.1 General

6.1.1.1 Contractor shall submit required client/job detailed data for Weatherization and ECIP EHCS activities to CSD's Weatherization Database on a monthly basis, for the period in which the service activity occurred and for which reimbursement for the service activity is requested.

Similarly, adjustments shall be submitted for the monthly period in which services occurred.

6.1.1.2 Contractor shall request reimbursement for expenditures associated with all Contract activities (excluding ECIP Fast Track and HEAP Electric and Gas) by reporting in the EARS, in accordance with CPN-E-19-002 Energy Reimbursement Policies and Procedures.

6.1.1.2.1 Expenditures for Admin, Assurance 16, Intake, ECIP WPO, HEAP WPO, ECIP EHCS, SWEATS, and EHA-16 program costs shall be reimbursed through the LIHEAP Monthly EHA 16 Expenditure Activity Report via EARS.

6.1.1.2.2 Expenditures for Weatherization Program Costs and Activities shall be reimbursed through the LIHEAP Monthly Weatherization Expenditure Activity Report via EARS.

6.1.1.2.3 Contractor shall submit adjustments in accordance with CPN-E-19-002.

6.1.1.2.4 Payment to Contractor for any given month shall be contingent upon receipt and approval by CSD of the preceding monthly submission.

6.1.1.3 Contractor shall ensure that the data reported in the Weatherization Database and the request for reimbursement reported in EARS, reconcile in accordance with CPA-E-18-005.

6.1.1.4 Contractor shall submit client details electronically to CORE for ECIP Fast Track, HEAP Electric and Gas, ECIP WPO, and HEAP WPO.

Contractor shall submit to CORE, applications that have received a pledge for ECIP Fast Track or HEAP Electric and Gas to CORE, within the

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

timeframe specified in the Direct Pay Utility Pledge Timeframe document located on the contract page of the CSD Local Agencies Portal.

6.1.1.5 Contractor shall submit requested client files, records, and documents to the File Transfer Protocol (FTP) Server as requested by CSD. CSD shall use Contractor submitted documents to perform an in-house desk review to verify compliance with financial, administrative, and programmatic requirements.

6.1.1.6 Reporting System Requirements

6.1.1.6.1 CSD will provide Contractor with specifications of minor IT reporting changes or other minor changes, and upon receipt of the specifications, Contractor shall implement system changes in their local system within 30 calendar days. Minor changes are those that are routine in nature to begin performance under the Contract such as but not limited to adjustments to the Expenditure Activity Report layout, adding or deleting measures and adjusting eligibility guidelines.

6.1.1.6.2 Major reporting changes, upon receipt of the specifications, shall be implemented in Contractor's local system as negotiated by CSD. Major IT system changes are those changes made to the business rule validations as listed in the most current Weatherization DTR and/or new field lines as outlined in the Data Transfer Reference Document (Schema-Breakdown). The most current Weatherization DTR and Data Transfer Reference Document (Schema-Breakdown) are located on the CSD Local Agencies Portal on the System Specification website page.

6.1.2 Solar Warranty and Maintenance Reporting

Contractors participating in the Solar Water Heating (SWH) Project shall report to CSD whenever warranty work and/or maintenance are required on any Solar Water Heating Systems installed under the SWH Program and CSD's Low-Income Weatherization Program (LIWP). The SWH Warranty and Maintenance Report shall include a written description of the following:

6.1.2.1 Dwelling address at which warranty and/or maintenance work was provided;

6.1.2.2 Reason for warranty and/or maintenance work (what was the problem);

6.1.2.3 The date (or dates) on which warranty and/or maintenance work was

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

provided; and

6.1.2.4 List of the costs charged to the LIHEAP contract for the warranty and/or maintenance work.

The SWH Warranty and Maintenance Report shall be submitted no later than 30 calendar days after the month in which reimbursement for the warranty and/or maintenance work is requested.

The SWH Warranty and Maintenance Report shall be submitted, via email, to wx@csd.ca.gov with the words "SWH Warranty and Maintenance Reports" in the Subject line.

Contractor shall retain all warranty and maintenance reports for the life of the warranty.

6.1.3 CSD Review and Approval of Reports

6.1.3.1 CSD shall review and approve Contractor's monthly reimbursement/activity reports before offsets to advances or reimbursement payments are issued. CSD will conduct an ongoing evaluation of Contractor's performance related to program and fiscal operations and its demonstrated ability to effectively utilize all funds available under this Contract.

6.1.3.2 The issuance of other CSD contracts, including reimbursement payments to the Contractor, shall be contingent upon timely receipt of the required reports and/or compliance with the material requirements of this Contract.

6.1.4 Close-out Report

6.1.4.1 Contractor shall submit on appropriate CSD forms, a close-out report, verifying all actual, allowable, and allocable costs earned during the term of this Contract and return all excess reimbursement and unexpended funds to CSD within 90 calendar days of the expiration of this Contract. If Contractor fully expends funds prior to the end of the contract term, all appropriate CSD close-out forms shall be submitted within 90 calendar days of final expenditure.

6.1.4.1.1 Administrative costs, outreach, intake, Assurance 16, Training and Technical Assistance shall not exceed the maximum allowable amounts.

6.1.4.1.2 Administrative and Assurance 16 costs shall remain proportionate to the cumulative allowable program

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

expenditures for Direct Services and Utility Assistance. Any Administrative and Assurance 16 costs that exceed these limits shall be disallowed.

6.1.4.1.3 Subsequent payments, including advance payments, for LIHEAP or other CSD contracts may be withheld, absent timely receipt of the close-out report of this Contract.

6.1.4.2 The issuance of other CSD contracts, and reimbursement and advance payments for existing contracts, may be withheld, absent receipt of the close-out report which is due no later than 90 calendar days after Contractor fully expends or the end of the Contract term.

6.1.4.3 The close-out report shall include the following:

6.1.4.3.1 Close-out checklist with authorized signature (CSD 733);

6.1.4.3.2 Interest and Program Income Earned Reconciliation Report (CSD 733F);

6.1.4.3.3 Report comparing production estimates, by Service Area, to actual expenditures, what lessons were learned, and what changes in operations and service delivery are anticipated in coming years; and

6.1.4.3.4 Equipment Inventory Schedule (CSD 733G).

6.1.4.4 Interest and Program Income-Earned

Contractor shall use a CSD 733F, LIHEAP Interest and Program Income Earned Close-out Reconciliation, to report actual costs and/or interest income earned and expended. Pursuant to 22 CCR § 100855 and in accordance with CPN-A-18-01 Program Income, program income earned and expended are subject to the expenditure and reimbursement guidelines for the program year in which expenditures occurred.

6.1.4.5 Any weatherization materials purchased with the funds under this Contract and remaining at the Contract expiration shall be credited against Contractor's weatherization materials expenditures under this Contract and charged to whatever other weatherization program Contractor may have in effect. If Contractor has no other weatherization program in effect, CSD shall determine how the materials will be disposed and what, if any, financial adjustments are required.

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

SUBVENTION CONTRACT

PROGRAMMATIC REQUIREMENTS

ARTICLE 7 - PROGRAM POLICIES AND PROCEDURES

7.1 LIHEAP Agency Local Plan

7.1.1 Contractor shall submit an annual LIHEAP Agency Local Plan to CSD by a date as determined by CSD. The LIHEAP Agency Local Plan is intended to systematize the gathering of planning information to assist CSD with its obligations under federal statute to provide programmatic assurances to the Secretary of the U.S. Department of Health and Human Services under the LIHEAP block grant and to enable the Contractor to plan and propose an annual budget that is consistent with the purposes of the Low-Income Home Energy Assistance Program and reflective of the needs of the local low-income population.

7.1.2 CSD will review the annual LIHEAP Agency Local Plan to ensure compliance with federal and state laws and departmental requirements.

If the LIHEAP Agency Local Plan documents do not indicate that the Contractor's proposed services and activities are in compliance with federal and State law governing the LIHEAP block grant, CSD may require Contractor to amend or supplement the responses or documentation, prior to execution of this Contract by CSD.

7.1.3 CSD's approval of the LIHEAP Agency Local Plan documents submitted by Contractor shall not be construed as approval of any costs expended under this Contract. The approval of all expenditures remains subject to the federal and state requirements that the actual costs be allowable and allocable in accordance with applicable statutes, regulations, and the provisions of this Contract.

7.2 Program Standards and Regulatory Requirements

7.2.1 Program Standards

7.2.1.1 Contractor shall adhere to all CSD program standards pursuant to the following documents which have been incorporated by reference and made part of this Contract as if attached hereto:

7.2.1.1.1 CSD Technical Reference Manual (TRM);

7.2.1.1.2 ECIP Policy and Procedures;

7.2.1.1.3 Official State and Federal Program Notices and Guidance Documents;

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

7.2.1.1.4 Current Eligibility and Verification Guide;

7.2.1.1.5 Weatherization DTR; and

7.2.1.1.6 Utility Assistance Data Transfer Business Rules.

7.2.1.2 Upon signing the CSD contract, Contractor is acknowledging receipt of all current technical manuals, policies, and protocols.

7.2.1.3 In the event of inconsistencies between policies and field protocols contained within the TRM and/or the Weatherization Policies and Procedures and this Contract, Contractor shall abide by the terms of this Contract.

7.2.2 Regulations

7.2.2.1 Standards contained in the most current Uniform Building Code and local city and county codes shall take precedence over the CSD TRM if the code requirement is not included in the manual and/or is more stringent.

7.2.2.2 All work performed by Contractor shall be in compliance with the most current and applicable provisions of the California Energy Commission Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations.

7.2.2.3 Services provided to all covered pre-1978 dwellings shall be in compliance with the most current Environmental Protection Agency rules in 40 CFR Part 745 et seq., Lead-Based Paint Poisoning Prevention in Certain Residential Structures, and the Housing and Urban Development rules in 24 CFR Part 35 et seq., and Lead-Based Paint Poisoning Prevention in Certain Residential Structures.

7.2.2.4 All materials utilized for weatherization and ECIP EHCS purposes shall be in conformance with the Department of Housing and Human Services rules in 45 CFR Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

7.2.2.5 All materials used must be in compliance with TRM material specifications for LIHEAP.

7.2.3 Title 24

7.2.3.1 Contractor shall, when required by its local jurisdiction, obtain a building permit when additions or alterations of existing residential buildings are

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

performed or when a component, system, or equipment of an existing building breaks, cannot be repaired and must be replaced.

7.2.3.2 Title 24 requirements are applicable only to energy conservation measures and Health and Safety replacement of heating, cooling, and water heating appliances performed in dwellings located within specific California Energy Commission (CEC) Climate Zone areas. Requirements to be applied are those specific to the California Energy Commission (CEC) Climate Zone where the dwelling is located. For a listing of the CEC climate zones, refer to the CSD Local Agencies Portal website at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

7.2.3.3 Contractor shall obtain the services of a qualified HERS Rater when required to perform required field verification and diagnostic testing on applicable weatherization measures and building alterations performed under this Contract.

7.2.3.4 The HERS Rater shall be an independent entity from the builder or subcontractor performing the building alteration and/or energy-efficiency improvement being tested and verified and shall have no financial interest in the work performed.

7.2.4 Pre-1978 Dwellings

7.2.4.1 Lead-based paint is presumed to be present in all pre-1978 units unless the dwelling unit has previously been certified by a California Certified Inspector/Risk Assessor to be lead-free.

7.2.4.2 HUD units not previously certified to be lead free, built prior to 1978, and receiving weatherization services in which painted surfaces exceeding de minimis levels are disturbed, require the successful achievement of lead-safe standards after the completion of weatherization services. Contractor shall assure that a third-party California Certified Inspector/Risk Assessor performs the clearance inspection after the completion of weatherization services and that the Assessor deems the weatherized HUD unit as lead-safe.

7.2.4.3 Contractor shall document notification to tenants of multi-unit housing of weatherization and/or renovation activities in common areas using the Notice of Weatherization/Renovation (CSD 320) or approved Contractor's equivalent and Record of Tenant Notification Procedures (CSD 322) or approved Contractor's equivalent.

7.3 Prioritization of Services

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

7.3.1 Contractor assures that ECIP, HEAP, and Weatherization activities are conducted in accordance with the Agency Local Plan in Article 14.

7.3.2 Activities shall be designed to provide assistance to low-income households in meeting their home energy costs, particularly those with the lowest incomes that pay a high proportion of household income for home energy, and that such methods to be utilized, and shall assure that eligible households, particularly those households with elderly individuals, disabled individuals, or children five years and under are made aware of the assistance available under this Contract.

7.4 Service Priority Guidelines

7.4.1 Contractor shall give first priority for services to those households with the lowest income and highest energy burden. In addition, Contractor shall factor into its first priority for services those households with the following vulnerable populations: young children (ages five years or under), disabled, and elderly persons (ages 60 years or older), in accordance with the Agency Local Plan.

7.4.2 Contractor may give first priority for services to those households whose members have life-threatening emergencies.

For the ECIP Fast Track, HEAP Electric and Gas, ECIP WPO and HEAP WPO program components, Contractor shall assign prioritization points consistent with the Agency Local Plan in Article 14.

7.4.3 Due to limited funding, contractors are discouraged from providing either:

7.4.3.1 Energy assistance benefits to households with substantial credit(s) on its utility bills; and/or

7.4.3.2 Weatherization services to dwellings previously weatherized under LIHEAP within the past four years. Contractors shall prioritize services to previously weatherized dwellings in accordance with the Agency Local Plan in Article 14.

7.4.4 Equitable Treatment

Contractor shall ensure that owners and renters receive equitable treatment under this program.

7.5 Outreach and Intake Activity Guidelines

7.5.1 Outreach

Contractor shall perform appropriate outreach activities to ensure that households in

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

the service area(s) are informed about all LIHEAP services and have an opportunity to apply for such services.

7.5.2 Intake

Contractor shall use intake program funds for determining eligibility of applicants seeking LIHEAP services. Services include the process of completing an intake application and reviewing applicant documentation. Contractor shall:

7.5.2.1 Establish reasonable hours whereby applicants will have access during regular business hours to seek program information with an assurance that the Contractor shall respond to the applicant's request within a reasonable amount of time;

7.5.2.2 Ensure applicants have access to applications, whether in hardcopy, electronic format, during regular business hours. Contractors whose offices are not staffed Monday through Friday must arrange for alternative points of access to LIHEAP applications. Contractor may satisfy this requirement by posting their application for download on their website or post a link directing applicants to an application posted at CSD's website at www.csd.ca.gov or at alternate location(s) or by mailing applications;

7.5.2.3 Accept applications for assistance during regular business hours;

7.5.2.4 Accept applications for ECIP Fast Track and WPO at sites that are geographically accessible to all households in the area served by Contractor;

7.5.2.5 Provide low-income individuals who are physically infirm with the means to submit applications for HEAP and ECIP without leaving their residences;

7.5.2.6 All sites where intake is conducted must be accessible to the disabled;

7.5.2.7 Contractor shall utilize the Energy Intake Form (CSD 43), or approved Contractor's equivalent, as a multipurpose form for referrals to the LIHEAP Weatherization program, the ECIP EHCS program, HEAP program, and DOE program; and

7.5.2.8 If Contractor opts to "pre-screen" applicants for benefits by discussing eligibility criteria and by counseling potential clients in advance of their completing and submitting an Energy Intake Form (CSD 43) or approved Contractor's equivalent, Contractor must apply income guidelines and Contractor's Priority Plan when prescreening applicants. If the applicant appears to be ineligible, Contractor must so inform the applicant but must

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

nevertheless notify prescreened applicants of the right to apply for benefits upon changes in the prescreened applicant's circumstances and status. Energy Intake Form (CSD 43) or approved Contractor's equivalent must be provided to a potential client upon request, whether or not a prescreening process is employed.

7.5.3 Applicant Written Notification of Benefits

Within 15 business days of receiving an application Contractor shall provide the applicant written or electronic notification of the application status, indicating whether the application has been approved, denied, deemed incomplete, or is still pending review.

7.5.3.1 If approved, the notice shall indicate the nature and an approximate timeframe in which the utility assistance payment will be provided and when weatherization services may be scheduled or if a referral was made to for weatherization services. The name of the utility company and the amount of the benefits also shall be included in the notification for Utility Assistance.

7.5.3.2 If denied, the notice shall indicate the reason for the denial and information regarding the appeal process.

7.5.3.3 If incomplete, the notice shall indicate what additional information or documentation is required.

7.5.3.4 If pending review, the notice shall provide a revised estimate of when the status of the application will be determined. Contractor must follow-up with a notification when a determination has been made.

7.5.3.5 If added to the waitlist for weatherization and the application is not processed, the notice shall provide the amount of time the application will be kept on file, disclaimer that the applicant is not guaranteed services and how applications are prioritized for services.

7.6 Assurance 16 Activity Guidelines

Assurance 16 program funds shall be used for services that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance such as needs assessment, client education and budget counseling, and coordination with utility companies. These funds may not be used to identify, develop, and/or demonstrate leveraging programs.

7.6.1 Needs Assessment

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

Contractor must conduct a needs assessment for each client who submits an application that shall include computing the energy burden of each applicant's household and prioritizing households in accordance with Agency Local Plan in Article 14.

7.6.2 Client Education/Budget Counseling – General Requirements

Contractor shall provide all recipients of energy assistance under this Contract with applicable energy conservation information and budget counseling in accordance with the Contractor's approved Agency Local Plan in Article 14. As a minimum Contractor shall include the following:

7.6.2.1 Information regarding the importance of applying for energy assistance prior to falling behind in utility payments and information concerning various utility company budget payment plan(s) and other forms of energy assistance offered within the State;

7.6.2.2 Written information that describes energy-saving behavioral adjustments that will decrease the energy consumption of the household; and

7.6.2.3 Resource information, referral, family, and budget counseling in order to assist clients in achieving self-sufficiency.

7.6.3 Client Education/Budget Counseling – Weatherization and ECIP EHCS Specific

7.6.3.1 In addition to the above provisions, Contractor shall place in the client's file the Client Education Confirmation of Receipt (CSD 321) or approved Contractor's equivalent that substantiates that the client was provided with energy conservation, budget counseling, lead-based paint safe, mold and moisture, radon, and asbestos education.

7.6.3.2 Contractor shall provide the EPA pamphlet, "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools."

7.6.3.3 Contractor shall provide to all clients the EPA pamphlet, "A Brief Guide to Mold, Moisture, and Your Home."

7.6.3.4 Contractor shall provide the client with a description of the benefits that the client can expect to receive as a result of the weatherization measures installed and diagnostic tests performed in the dwelling.

7.6.3.5 Contractor shall provide the client with an explanation of the effect of each measure in terms of preventing air infiltration or the escape of heated or cooled air from the dwelling and how to maximize the effect of such

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

measures.

7.6.3.6 Contractor shall provide all clients with the EPA pamphlet, "A Citizen's Guide to Radon: The Guide to Protecting Yourself and Your Family from Radon."

7.6.3.7 The California Department of Public Health fact sheet FAQs "About Asbestos in the Home and Workplace".

7.6.4 Coordination

7.6.4.1 Contractor shall refer all potentially eligible applicants, including HEAP applicants, to the LIHEAP Weatherization Program, ECIP EHCS, California Alternative Rates for Energy Program (CARE), Reduced Rate Program (RRP), Arrearage Management Payment (AMP) Plan, DOE, or other energy or conservation programs. Contractor shall coordinate its activities with other federal, state, or local energy conservation programs with the goal of conserving energy, improving thermal efficiency, or defraying energy costs of low-income households.

7.6.4.2 Contractor shall provide assistance in coordinating the payment of client's energy/utility bill with the appropriate energy vendor or utility company. Contractor may also perform other coordinative activities with energy vendors/utility companies to provide input relative to the energy assistance needs of California's low-income households and a proactive educational concept in serving clients. This includes attending the California Public Utilities Commission's Low-Income Oversight Board Committee meetings.

7.7 Leveraging Activities

7.7.1 When ECIP EHCS services are provided Contractor shall refer, schedule or recommend a subsequent weatherization assessment, in accordance with the CSD TRM.

7.7.2 Leveraging weatherization funds may be used to install feasible measures in accordance with the CSD TRM. Client files shall be documented accordingly.

7.7.3 If Contractor is leveraging with non-CSD funded programs to meet CSD program requirements, then Contractor shall ensure that any non-CSD leveraged-funded activity performed in conjunction with the Weatherization and/or the ECIP EHCS program, is in conformance with weatherization guidelines. If permitted by the leveraged-funding source, Contractor shall document within the Weatherization and/or ECIP client file the activity performed, date of the activity performed, and the source of the leveraged funds. If the leveraged-funding source prohibits the disclosure

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

of such information, Contractor shall as a minimum make reference to the leveraged activity within the weatherization and/or ECIP client file.

7.7.4 If Contractor is leveraging with DOE, all DOE requirements shall apply.

7.7.5 CSD may use information about leveraged activities paid for with funds from leveraged-funding source for the purpose of verifying the delivery of services. CSD may review and verify or use a third-party inspector to review and verify that the leveraged-funded activities conform to applicable LIHEAP standards and practices.

7.8 Record-Keeping Responsibilities

7.8.1 Contractor shall maintain client intake/needs assessment form(s) for Weatherization, HEAP, and ECIP, together with appropriate supporting documentation and shall maintain separate client files containing supporting documents related to disqualifications, denials, and appeals for each applicant who is not certified as being eligible to receive assistance.

7.8.2 Contractor shall ensure that the ECIP Home Energy Supplier Assurance (CSD 416) or approved Contractor's equivalent is completed by each nonregulated utility company, e.g., propane suppliers, wood suppliers, etc., providing services to clients of this Contract.

7.8.3 Contractor shall make a reasonable effort to collect the completed Client/Customer Consent Form and Authorization to collect energy usage data when the client applying for services is not the person listed as the account holder of the utility bill. Client services shall not be denied if the client or bill account holder refuses to sign the consent form.

7.8.4 All Client Files – General Requirements

Contractor shall maintain a separate file for each applicant by either a hard copy or electronic file, or a combination of both. Contractor must ensure that the method selected to maintain files does not impose unreasonable effort in CSD's ability to review any files. These files shall include, the following documentation, when applicable:

7.8.4.1 For Public Agencies only: Statement of Citizenship, Alienage and Immigration Status for Public Benefits, (CSD 600), and supporting documents;

7.8.4.2 Energy Intake Form (CSD 43) or approved Contractor's equivalent. Priority points must be written in the designated space on the Intake form;

7.8.4.3 Multi-Family Property Intake Form (CSD 43 MFP) or approved

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

Contractor's Equivalent;

7.8.4.4 Utility/energy bill(s) for all sources of energy used by qualified households;

7.8.4.5 Documentation supporting eligibility in accordance with the Eligibility and Verification Guide;

7.8.4.6 Client Education Confirmation of Receipt (CSD 321) or approved Contractor's equivalent that substantiates that the client was provided services in accordance with Assurance 16 requirements;

7.8.4.7 Client denial or approval notification; and

7.8.4.8 Client/Customer Consent Form and Authorization (CSD 081) – Only requested when the client is not the account holder of the utility bill.

7.8.5 Client Files - ECIP Fast Track, ECIP WPO, HEAP, and WPO

Contractor shall maintain the following documents for each applicant receiving cash assistance services, as applicable:

7.8.5.1 Documentation that substantiates the requested ECIP Fast Track supplemental payment including the total amount due (at the time of intake) to the utility company, reconnection fees, and any other assessed utility fees/surcharges; it shall provide the condition(s) that establishes eligibility for benefits in accordance with ECIP Fast Track Benefit Determination Section 8.3 in subsection 8.3.3.3; and

7.8.5.2 Documentation that substantiates the requested ECIP WPO and WPO payment and supplemental payment in accordance with CPA-E-21-04 and CPA-E-21-04E WPO Benefit Formula Policy.

7.8.5.3 Documentation substantiating the portion of rent that is allocated toward energy costs.

7.8.6 Client Files - Weatherization and/or ECIP EHCS Specific

Contractor shall maintain the following documents for each applicant receiving weatherization and/or ECIP EHCS services, if applicable:

7.8.6.1 CSD Dwelling Assessment (CSD 540 series which includes: 540 Dwelling Assessment, 540A Weatherization Mold Assessment and Release, 540B Optional Customer Assessment Summary, 540C Whole-Dwelling Ventilation Calculation Worksheet, 540D Mechanical Ventilation

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

Assessment, and 540E Refrigerator SIR Calculation Sheet) or approved Contractor's equivalent;

7.8.6.2 Combustion Appliance Safety Inspection (CASIF) (CSD CASIFs 700 or CSD 702 series);

7.8.6.3 Shell Leakage Data Sheet (CSD 704);

7.8.6.4 Duct Test Data Sheet (CSD 706);

7.8.6.5 CSD Weatherization Deferral (CSD 542) and other source documentation supporting deferrals and appeals;

7.8.6.6 Notice of Weatherization/Renovation (CSD 320) or approved Contractor's equivalent;

7.8.6.7 ECIP EHCS Assessment (CSD 57);

7.8.6.8 Record of Tenant Notification Procedures (CSD 322) or approved Contractor's equivalent;

7.8.6.9 Energy Service Agreement for Occupants (CSD 515A) or approved Contractor's equivalent;

7.8.6.10 Energy Service Agreement for Rental Property Owners (CSD 515B) or Contractor's equivalent;

7.8.6.11 Contractor Post-Weatherization Inspection Report (CSD 611);

7.8.6.12 Multi-Unit Dwelling Unit Eligibility Certification (CSD 75P) or approved Contractor's equivalent;

7.8.6.13 Client confirmation of work completed;

7.8.6.14 Required building permits or buildings permit applications, or documentation of permit cost; and documentary evidence of final permit;

7.8.6.15 Copy of lead clearance inspection by a California Certified Inspector/Risk Assessor for applicable pre-1978 HUD units;

7.8.6.16 Waivers from CSD to exceed maximum costs of weatherization measures;

7.8.6.17 Documentation that substantiates all actual labor hours including a time and activity log associated with each job;

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

7.8.6.18 Documentation of weatherization measures installed and leveraged with other CSD and non-CSD weatherization program funds;

7.8.6.19 Documentation that substantiates the criteria and basis for replacement of gas and electric appliances, including results of required diagnostic tests, and the non-feasibility of Mandatory Measures not performed or installed;

7.8.6.20 Documentation indicating the manufacturer, manufacture date, make, and model and metering information for all refrigerator replacements;

7.8.6.21 Documentation referring to CSD or non-CSD weatherization;

7.8.6.22 Documentation of HERS inspection report and a copy of the invoice from the HERS Rater, in addition to the Residential Compliance Form (CF-1R, CF-4R and CR-6R);

7.8.6.23 Documentation providing evidence that the client receiving disaster-related services was a victim of a natural disaster;

7.8.6.24 All Historic Preservation Online (HPO) review documentation, including copies of the printed Project Description sheet (PDS) and HPO site e-mails;

7.8.6.25 Photographic documentation as required by the CSD TRM;

7.8.6.26 Building File Report (BFR) and Improvement Analysis Report (IAR) in each client file and retention of electronic audit file;

7.8.6.27 Documentation of attempts to schedule post-weatherization inspection appointments if inspection could not be performed;

7.8.6.28 Lead Safe Weatherization and Lead Renovation, Repair and Painting Compliance Report (CSD 708);

7.8.6.29 Notice of Survey by Electrical Contractor (CSD 543);

7.8.6.30 REM Energy Audit Entry Form (CSD 544);

7.8.6.31 Insulation Certificate (CSD 610); and

7.8.6.32 REM/Design Multi-Family Input Sheet (CSD 808).

7.8.7 Client Files – SWEATS Specific

Contractor shall maintain the required documents for each applicant receiving

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

services under SWEATS in accordance with CPN-E-20-01 SWEATS Policy.

7.8.8 Translation of Forms

Contractor shall use a certified translator deemed qualified by the Contractor when translating CSD forms that require a client/customer signature into a foreign language.

7.8.9 Weatherization and ECIP EHCS Specific

7.8.9.1 Labor and Materials

7.8.9.1.1 Contractor shall maintain documentation in such a manner that include job references and total labor hours so that actual costs and actual labor hours billed to the weatherization and ECIP EHCS programs can be substantiated.

7.8.9.1.2 Contractor shall document all costs expended under this Contract with purchase orders, inventory records, and payroll records identifying the funding source.

7.8.9.1.3 Contractor shall maintain documentation in such a manner to prove that materials used under this program conform to the requirements contained within the CSD TRM and state, county, or local regulations.

7.8.9.2 Training

Contractors who perform weatherization and ECIP EHCS services are required to input, update, and maintain employee data in the CSD Training Database. The Training Database is located and maintained on the CSD Local Agencies Portal and is a repository for Contractor and their subcontractors to track and monitor employees' completed trainings as they progress through the CSD training curriculum. The Training Database shall also document all training received for each employee and shall include for each training session/course the source/location, type/content, and completion date.

7.8.9.2.1 CSD shall maintain all training records in the Training Database for trainings completed through the CSD Online Weatherization Training Center, CSD-approved Training Centers, and field or classroom training provided by CSD or its agents.

7.8.9.2.2 Contractors shall maintain all training records in the Training

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

Database for trainings provided by third parties for OSHA 10, OSHA 30, and EPA Renovator certifications as designated by CSD.

7.8.9.2.3 Contractors shall be responsible for maintaining the required training records in the same manner for their subcontractors.

7.8.9.2.4 Contractors shall update the Training Database employee information on or before the first day of each subsequent month.

7.8.9.3 Equipment

7.8.9.3.1 Contractor and subcontractors who perform combustion appliance safety tests shall maintain the Carbon Monoxide Analyzer Calibration Log (CSD 785) documenting the calibration of all analyzers as required.

7.8.9.3.2 Contractor and subcontractors who perform shell leakage testing and duct leakage diagnostic tests shall maintain the Manometer Calibration Log (CSD 786) documenting the calibration of all manometers as required.

7.8.9.3.3 Contractor and subcontractors who keep an inventory of portable appliances for the SWEATS program shall maintain a log documenting the location of all portable appliances on loan and in reserve. The log shall document the retirement or loss of the equipment.

7.8.9.4 Energy Audits

7.8.9.4.1 Contractor shall maintain electronic records generated from the REM/Design audit software for the required period of three years from submission of final report or until resolution of all related audit or monitoring findings, enforcement action, including cost disallowance, legal proceedings or other pending matters, whichever is later in accordance with Section 4.3.

7.8.9.4.2 Contractor shall make all records generated from the REM/Design audit software accessible to CSD, or a third-party inspector acting on CSD's behalf, for the purpose of a third-party inspections or monitoring.

7.8.9.4.3 Contractor shall submit all REM audits through the CSD Energy Audit Submittal System, including the initial audit

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

submittal and resubmittals reflecting changes based on CSD feedback. A final audit shall also be submitted to address one or more of the following:

7.8.9.4.3.1 Changes in measure cost; input of final duct or shell leakage readings, in lieu of estimated leakage used for initial improvement analysis;

7.8.9.4.3.2 Changes to the final scope of work; any decisions related to full or partial measure leveraging.

7.8.10 Automation

7.8.10.1 Contractor shall use an automated application system capable of supporting LIHEAP's (Weatherization, ECIP EHCS, ECIP WPO, and HEAP WPO) data collection, reporting requirements, and client data transmission to CSD. No database transfer will be accepted prior to the completion of successful data file transfer testing to CSD. Contractor shall submit the data in accordance with CSD's Weatherization DTR layout found at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx. Contractor shall exercise best practice and perform a daily backup of all client data/application systems that capture LIHEAP service detail. Contractor shall assure that adequate files are maintained as required in Section 7.8.

7.8.10.2 Contractor shall also be responsible for monitoring the CORE online reports and for resolving payment issue(s) related to the delivery of benefits. The Agency Allocations/System Maintenance screen shall display historical and current detail level of program allocation information, summarizing Contractor's annual program allocation, expenditures, and returned benefits eligible for reissuance, if any. The Variance Report shall display the detail level of benefit information whereby the eligible benefit amount differs from the paid benefit amount. For resolution of partial credit returns, Contractor shall be responsible for following up with the client to resolve payment issue(s) and for providing CSD with the necessary information to reissue benefit(s). For full credit returns and warrant redeposits, Contractor shall be responsible for resolving and updating client data in CORE to reissue benefit(s).

7.8.10.3 Utilizing reporting options available within the CORE On-Line System, Contractor shall be responsible for generating HEAP and ECIP (Fast Track) reports to attain data specific to the following: rejected records, intake data, client and payment status, expenditures and current allocation balance, returned benefits, summarized county energy costs and burden, and a year-to-date goal status.

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

SUBVENTION CONTRACT

ARTICLE 8 - PROGRAM IMPLEMENTATION

8.1 HEAP/WPO Activity Guidelines

8.1.1 Applicant Eligibility

8.1.1.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income.

8.1.1.2 Income verification must be for one month. For acceptable types of documentation and processing timeframes, refer to the current LIHEAP Eligibility and Verification Guide at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

8.1.1.3 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for WPO to determine the client's energy burden.

8.1.2 Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year. However, Contractor can use program income to provide a supplemental ECIP Fast Track/WPO or HEAP/WPO for clients experiencing an extenuating circumstance. In addition to receiving one ECIP (Fast Track/WPO) or HEAP/WPO payment and/or supplemental program income benefit payment, eligible households may receive ECIP EHCS services and/or other weatherization services.

8.1.3 Contractor must ensure that the issuance of HEAP WPO benefits are in accordance with CPA-E-21-04 WPO Benefit Formula Implementation.

8.1.4 Contractor must exercise due care to ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur at any time during the term of this Contract.

8.1.5 Once applicants meet the eligibility and prioritization criteria and funds are available:

8.1.5.1 Contractor shall complete the ECIP/HEAP Payment Request Confirmation (CSD 415) or approved Contractor's equivalent form or approved Contractor's equivalent process that confirms payment was made to the client's account. If the client does not have an account, confirmation of the delivery of the benefit to the client is required;

8.1.5.2 Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil;

8.1.5.3 CSD will not make payments to clients for WPO assistance; and

8.1.5.4 Before paying energy vendors, Contractor shall verify that charges for the

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

services and goods provided are reasonable and within fair market value.

8.1.6 Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.

8.1.7 Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred, unless a formal contract, approved by CSD, between Contractor and vendor provides for other terms.

8.2 Weatherization Activity Guidelines

8.2.1 Applicant Eligibility

8.2.1.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income.

8.2.1.2 Income verification must be for one month. For acceptable types of documentation, refer to the current LIHEAP Eligibility and Verification Guide at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

8.2.1.3 Contractor shall certify a household's income eligibility prior to the delivery of energy program services.

8.2.1.4 The income certification shall remain in effect for a period of 120 days from the date applicants are deemed eligible for services.

8.2.1.5 Contractor shall recertify household's income eligibility by obtaining updated income verification documentation if the dwelling assessment has not been completed within 120 days from the income certification date.

8.2.1.6 In the event the Contractor is unable to perform all weatherization services within the 180 days from dwelling assessment date, Contractor shall obtain updated income verification documentation to recertify the household's income eligibility.

8.2.1.7 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for wood, propane, and oil to determine the client's energy burden.

8.2.2 Dwelling Eligibility

8.2.2.1 Contractor shall perform the assessment of weatherized dwellings within 120 days of the income certification date to receive weatherization

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

assistance services.

8.2.2.2 Contractor shall complete the post-combustion appliance safety test within 60 days from the date of the pre-combustion appliance safety test. In the event the Contractor is unable to perform the work associated with the combustion appliance safety testing and the post-combustion appliance safety test within the 60-day period, Contractor shall perform another pre-test for the dwelling prior to commencing the delivery of any form of weatherization assistance services.

8.2.2.3 Contractor shall complete weatherization services within 180 days from the date of the original assessment of a dwelling.

8.2.2.4 Permission to Provide Services

8.2.2.4.1 Contractor shall obtain written permission of the owner-occupied dwelling from the tenant and the owner (or owner's agent) to perform any weatherization services. Such permission shall be recorded on the Energy Service Agreement for Occupant (CSD 515A) or approved Contractor's equivalent or the Service Agreement for Rental Property Owner (CSD 515B) or approved Contractor's equivalent.

8.2.2.4.2 If during the course of performing weatherization services in a dwelling, Contractor identifies that significant structural and/or engineering changes may occur, Contractor shall re-obtain written permission of the owner-occupant dwelling from the owner of a rental unit prior to continuing with the scheduled work.

8.2.2.5 Rent Increase Restrictions

8.2.2.5.1 For a period of two years after weatherization work has been completed on a dwelling containing a unit occupied by an eligible household, the tenants in that unit (including households paying for their energy through their rent) will not be subjected to rent increases unless those increases are demonstrably related to matters other than the weatherization work performed.

8.2.2.5.2 Tenants shall be given a written summary of these conditions with the current telephone number of the Contractor with instructions on how to file a complaint should these conditions not be met. Contractor shall investigate all complaints filed and shall forward a copy of all written complaints to CSD or, if a

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

verbal complaint has been made, contact CSD with the details of the complaint-including date complaint was made, date investigations began, and results.

8.2.2.5.3 CSD will evaluate the merits of the complaint and all supporting documentation. If CSD determines a complaint is valid, CSD may pursue collection activities against the landlord in the amount equal to the weatherization work performed on that unit and/or building.

8.2.2.6 Multi-Unit Dwellings

8.2.2.6.1 In accordance with 10 CFR § 440.22(b) (2), Contractor may weatherize the whole building containing rental dwelling units when 66% (50% for duplexes and four-unit buildings) or more of the dwelling units in the building are income eligible:

8.2.2.6.1.1 Are eligible dwelling units, or

8.2.2.6.1.2 The dwelling units will become eligible (occupied by eligible low-income tenants) within 180 days under a federal, state, or local government program for rehabilitating the building or making similar improvement to the building.

8.2.2.6.2 If dwelling units are qualified for services through a federal, state, or local government rehabilitation program, documentation to verify participation in the rehabilitation program is required in the master job file.

8.2.2.6.3 Contractor shall complete a Multi-Unit Dwelling Unit Eligibility Certification (CSD 75P) or approved Contractor's equivalent for each building and shall maintain a copy in each individual client file.

8.2.2.6.4 Contractor shall certify unit eligibility by completing Energy Intake Form (CSD 43) or approved Contractor's equivalent for each dwelling unit in each building. Certification of eligibility by the owner/manager of the occupants of the building is not acceptable.

8.2.2.6.5 No undue or excessive enhancement shall occur to the value of the dwelling units.

8.2.2.7 Previously Weatherized Dwellings

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

8.2.2.7.1 Once a dwelling has been submitted to CSD for reimbursement as a completed unit, any subsequent weatherization services provided to the dwelling shall be considered reweatherization, unless the work performed is for a call-back as specified in 8.2.2.8 below.

8.2.2.7.2 A previously applied measure may be reinstalled during its useful life term, as described in the Reimbursement Rates for Weatherization and EHCS Activities, due to premature failure or if the measure was destroyed by the prior-occupying household. Justification for the replacement must be documented in the client file.

8.2.2.7.3 Unoccupied multi-unit dwellings previously weatherized in accordance with this Contract and which receive appliance repair and/or replacement services upon occupation by an eligible tenant, shall be deemed re-weatherized dwellings.

8.2.2.7.4 If a dwelling has been previously weatherized under a CSD or another federal or non-federal program, Contractor may provide previously unapplied mandatory and optional measures within the dollar limits of this Contract.

8.2.2.8 Call-back

Services provided in a previously weatherized dwelling to correct a previously installed measure within the warranty period or as a result of a CSD inspection finding is a call-back and is allowable. Demographics for a callback are not included for reporting purposes.

8.2.2.9 Ineligible Dwellings

8.2.2.9.1 Contractor shall not weatherize a dwelling unit that is designated for acquisition or clearance by a federal, state, or local program within 12 months from the date of completion of the proposed weatherization.

8.2.2.9.2 Contractor shall not weatherize any dwelling under this Contract unless the property owner agrees to all the terms and conditions of the CSD Dwelling Assessment Form (CSD 540) and signs the Energy Service Agreement for Occupant (CSD 515A) or Service Agreement for Rental Property Owner (CSD 515B).

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

8.2.2.9.3 No institutional or commercial building including, but not limited to, universities, schools, nursing homes, hospital, shelters, or group homes, may be weatherized under this Contract.

8.2.3 Minimum Requirements for Weatherization Services

8.2.3.1 Contractor must install all feasible weatherization measures in accordance with the CSD TRM.

8.2.3.2 Single-family detached and other single-story dwellings that have not been previously weatherized under a CSD program or another program may be weatherized under this Contract only if:

8.2.3.2.1 Ceiling Insulation plus two additional Mandatory Measures are installed, or

8.2.3.2.2 In the event Ceiling Insulation is already installed or otherwise not feasible, at least three Mandatory Measures are installed.

8.2.3.3 Multi-unit dwellings that have not been previously weatherized under a CSD program or other program may qualify for weatherization services only if ceiling insulation plus two additional Mandatory Measures are installed or, in the event ceiling insulation is already installed or otherwise not feasible,-at least three Mandatory Measures are installed.

8.2.3.3.1 Installation of ceiling insulation shall be counted as a ceiling insulation measure for each unit within that building envelope.

8.2.3.3.2 Installation of a common water heater shall qualify as a Mandatory measure for each unit served by the same water heater.

8.2.3.4 If the required minimum number of weatherization measures cannot be installed due to the deferral of measures, then the entire unit shall be deferred in accordance with the CSD TRM.

8.2.3.5 The minimum number of weatherization measures may be leveraged with other weatherization programs. All leveraged measures used to fulfill the minimum number of required weatherization measures shall meet CSD installation standards.

8.2.3.6 Contractor may complete weatherization services on agriculture housing units or multi-family units if each unit is separately metered and the services will result in a cost savings to the tenant.

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

8.2.4 Dwelling Assessments

8.2.4.1 Contractor shall assess the dwelling of each eligible applicant to determine if the unit is structurally sound and not in need of extensive repairs.

8.2.4.2 Contractor shall determine whether the dwelling meets the criteria for a Historic Preservation Review pursuant to subsection 8.2.4.7.2.

8.2.4.3 Contractor shall ensure that all dwelling assessments are performed by trained individuals possessing all the required skill and training as specified in Section 9.1, Training Requirements. In addition, Assessors must complete all required online based training courses to include: Environmental Hazard, Lead Safe Weatherization, and Health and Safety.

8.2.4.4 Contractor shall ensure job separation between staff performing dwelling assessments and the crew personnel responsible for performing the actual installation of weatherization measures. Assessors may not install weatherization measures in the same dwelling where the assessor performed the assessment for weatherization services.

8.2.4.5 If Contractor elects to subcontract with entities outside of CSD's network of Local Service Providers for the full installation of weatherization measures, the subcontractor performing the installation of weatherization measures shall not perform the dwelling assessment. Contractor shall ensure job separation by using Contractor's staff or another subcontractor to perform the dwelling assessments.

8.2.4.6 Contractor shall provide written documentation or notification to the owner-occupant and the owner of a rental unit or owner's agent and inform the tenant of any significant structural and engineering changes required to complete the weatherization work before the specified work commences.

8.2.4.7 Dwelling Assessment Performance

8.2.4.7.1 Dwelling assessments shall include the following required activities:

8.2.4.7.1.1 The visual assessment of the eligible dwelling to identify safety and structural hazards conditions present within the dwelling that may limit ability to perform any or all of the required weatherization services in accordance with CSD weatherization guidelines and terms of this Contract. Assessor shall

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

disclose all noted safety and structural hazard conditions to the property owner and tenant, where applicable;

8.2.4.7.1.2 The visual inspection and pre-CAS diagnostic testing of all combustion appliances as to identify the presence of combustion appliance safety conditions within the occupied living space and requiring immediate attention and the offering of prescribed list of health and safety measures needed to remedy noted conditions; and

8.2.4.7.1.3 The visual inspection of dwelling to identify any structural deficiencies and/or barriers inhibiting the ability for required pressurized diagnostics to occur. Assessor shall also inform client of the various types of diagnostic testing to be performed within the dwelling, including the general nature and benefits of each form of required diagnostic testing.

8.2.4.7.2 Historic Preservation Review of Dwellings

8.2.4.7.2.1 To ensure compliance with Section 106 of the National Historic Preservation Act (54 USCS §§ 100101 et seq. & 300101 et seq., former 16 USCS §§ 470 et seq.), CSD will establish appropriate procedures for historic property review standards as outlined by a Programmatic Agreement with the State Historic Preservation Office. The established review standards will be utilized for weatherization activities conducted under the LIHEAP on dwellings that are 45 years or older. For purposes of this Contract, the historic review shall be known as the Historic Preservation Review.

8.2.4.7.2.2 Contractor shall ensure that a Historic Preservation Review is completed on a dwelling that is either: (1) 45 years or older, (2) located within a historic district, or (3) considered to be of exceptional importance under the National Register Criteria for Evaluation pursuant to 36 CFR § 60.4.

8.2.4.7.2.3 When a dwelling assessment is performed and the dwelling is determined to meet any of the criteria specified in subsection 8.2.4.7.2.2, Contractor shall

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

initiate the Historic Preservation Review process pursuant to DOE WAP ARRA No. 010.

8.2.4.7.3 Combustion Appliance Safety (CAS) Tests

8.2.4.7.3.1 The completion of the entire combustion appliance safety (CAS) test is required on all dwellings with combustion appliances.

8.2.4.7.3.2 If it is determined during the CAS test that the dwelling unit contains a condition that is hazardous to the occupants, proper steps must be taken to alleviate the hazard. In these cases, infiltration reduction measures may not be installed until the hazard has been corrected; however, Contractor may install non-infiltration measures in the interim, until the CAS condition is corrected.

8.2.4.7.4 If the dwelling unit is not eligible because of the need for extensive repair, the unit shall not be serviced, and the applicant should be referred to the local Housing and Community Development Department, U.S. Farmers Home Administration Housing Loan Program, or other similar organizations or programs.

8.2.4.7.4.1 Documentation of such ineligibility due to the need for extensive repairs shall be recorded on the CSD Weatherization Deferral (CSD 542).

8.2.4.7.4.2 If the applicant can obtain the necessary repairs to make the dwelling unit eligible for weatherization services, weatherization activities may be accomplished following the repair work.

8.2.4.8 Contractor shall ensure the health and safety of weatherization personnel in carrying out activities funded under this Contract. In the event the weatherization of a dwelling threatens the general health and safety of weatherization field personnel, Contractor shall take measures to ensure the safety of the personnel and thoroughly document the incident(s) utilizing the CSD Weatherization Deferral (CSD 542). The deferral form does not need to be signed by the client where weatherization personnel construe the client or occupants of the dwelling to be threatening and hostile. If unable to get a signature, a certified letter shall be sent to the owner, along with the tenant if the residence is a rental.

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

8.2.5 Diagnostic Testing

8.2.5.1 Contractor shall perform the shell leakage diagnostic testing only for shell sealing purposes on a minimum of 20% of the total SFD (one to four units) including mobile homes**,** and a minimum of 5% of MUD (five or more units) weatherized under this Contract. Shell leakage diagnostic testing shall be proportionate to the number of completed units for each quarterly period.

8.2.5.2 Following a determination that no combustion byproduct hazards exist, Contractor shall perform pressure diagnostic guided infiltration reduction using a pre-weatherization shell leakage test.

8.2.5.3 Duct Blaster diagnostic testing shall be required on all dwellings with forced-air systems.

8.2.5.4 Contractor shall ensure that all dwelling diagnostic tests are performed by trained individuals possessing all the required skill and training as specified in Section 9.1, Training Requirements.

8.2.5.5 If an unvented space heater is being utilized, infiltration reduction measures shall not be applied unless venting is installed, or the unit is replaced.

8.2.6 Health and Safety Measures

8.2.6.1 Prior to the performance of any heating/cooling service, a qualified technician must perform a diagnostic inspection of the primary heating/cooling appliance to assess operational performance.

8.2.6.2 Contractor is authorized to mitigate health and safety hazards in accordance with the CSD TRM.

8.2.6.3 Health and Safety Measures and Mandatory Insulation Measures must be installed in priority order. Other Mandatory Measures must be installed before optional measures, and no measure shall be excluded, unless the:

8.2.6.3.1 Shell leakage and/or pressurized duct diagnostic test indicates that installation of the measure is not necessary;

8.2.6.3.2 Dwelling already has that measure in place;

8.2.6.3.3 Measure cannot be properly installed;

8.2.6.3.4 Client refuses installation (client refusal is to be documented

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

and placed in file);

8.2.6.3.5 Maximum dollar limit is reached; or

8.2.6.3.6 Measure is not needed or required.

8.2.6.4 After Health and Safety Measures have been addressed, Insulation Measures, if feasible, must be installed prior to the installation of any other Mandatory and Optional Measures. Non-Mandatory Measures including Infiltration Reduction, General Heat Waste, and Electric Base Load Measures need not be installed in priority order.

8.2.6.5 If a health and safety hazard is found to exist that requires replacing or repairing a combustion appliance, the cost of which will preclude the installation of the required number of Mandatory Measures for a unit to be weatherized, the dwelling may qualify for weatherization under the following conditions:

8.2.6.6 The combustion appliance is repaired or replaced; and

8.2.6.7 All remaining feasible Mandatory Measures are installed up to the maximum dollar limit.

8.2.6.8 If the dollar limit has not been reached in installing feasible Mandatory Measures, Contractor may install optional measures.

8.2.6.9 Health and Safety Measures

8.2.6.9.1 The following guidelines are restricted to occupied SFD and/or MUD units:

8.2.6.9.1.1 A residential heating source that qualifies for repair and replacement services must be a single, pre-existing heating appliance, serving as the dwelling's primary heating source; and

8.2.6.9.1.2 A residential cooling source that qualifies for cooling services must be a single, pre-existing cooling appliance, serving as the dwelling's primary cooling source, limited to mechanical air conditioners, central and window/wall air conditioners, and evaporative coolers.

8.2.6.9.2 Any and all health and safety heating/cooling appliance services shall be performed in accordance with the following

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

guidelines:

8.2.6.9.2.1 All repair and replacement services are limited to dwellings with pre-existing heating and cooling appliances. An exception to this rule exists, however, for those dwellings without a heating and cooling appliance and there are no means to provide adequate heating and/or cooling during a climatic season that would cause imminent harm to the health and wellbeing of individuals or the household.

8.2.6.9.2.2 For those conditions where a true crisis exists, and the heating and/or cooling needs cannot be remedied by the installation of a permanent repair or new appliance installation, Contractor shall provide such dwellings with temporary portable devices to support the means of providing adequate cooling and/or heating to occupants of the residence to alleviate the crisis situation and to meet basic heating/cooling needs.

8.2.6.9.2.2.1 Occupant shall be advised of the higher energy consumption associated with portable heating/cooling devices.

8.2.6.9.2.2.2 Occupant shall certify that all of the manufacturer's safety instructions will be abided by.

8.2.6.9.2.2.3 Contractor shall make all attempts to purchase Energy Star-rated portable devices if available.

8.2.6.9.2.3 The age of a heating/cooling appliance shall not be used as a basis for replacement.

8.2.6.9.2.4 When repair, replacement, or installation of a primary heating appliance is required in accordance with the conditions and requirements above but cannot be completed for any reason, the entire dwelling shall be deferred.

8.2.6.9.3 Contractor shall repair a defective primary heating appliance when the cost to assess and repair is estimated at less than 50%

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

of the cost of installing a new replacement unit.

8.2.6.9.4 If during the course of repairing the defective unit additional problems are found that would increase the cost of repairs to more than the allowable limit for repair costs, the unit may be replaced.

8.2.6.9.5 When replacement of a defective primary heating/cooling appliance is performed, Contractor shall perform necessary duct repair and/or replacement services in order to conform to Title 24 requirements.

8.2.6.9.6 Fuel switching or replacement of a heating/cooling appliance for an alternate type shall only be allowed when justified by an energy audit as described in TRM Appendix D *Energy Audit/Priority List Protocol*.

8.2.7 Energy Audit Requirements

8.2.7.1 If all feasible measures classified under Health and Safety, Infiltration Reduction and other Mandatory Measures have been assessed, Contractor may assess additional measures utilizing the Energy Audit Requirements by conducting a REM/Design or Targeted Retrofit Energy Analysis Tool (TREAT) audit in accordance with CSD Single-Family/Small Multi-Family Energy Audit Protocol, CSD Multi-Family Energy Audit Protocol.

8.2.7.2 Energy audits shall be conducted as specified in the CSD Single-Family/Small Multi-Family Energy Audit Protocol (CSD TRM) incorporated by reference to this Contract and available on the CSD Provider website at https://providers.csd.ca.gov/Energy/Weatherization.aspx.

8.2.7.2.1 REM/Design energy audit tool may be applied to single-family dwellings, mobile homes, and multi-unit dwellings containing 24 or fewer dwelling units where each unit is independently heated and/or cooled.

8.2.7.2.2 Targeted Retrofit Energy Analysis Tool (TREAT) may be applied to all multi-unit dwellings except for those multi-unit dwellings that are qualified to use REM/Design.

8.2.8 Occupant Notification

If, in accordance with the provisions of this article, any notice to an occupant is required, notice shall be in writing and a copy of such notice shall be given to the

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

owner of the unit, when the unit is occupied by a non-owner occupant, or when the unit is vacant.

8.3 Energy Crisis Intervention Program (ECIP) Services Activity Guidelines

8.3.1 Purpose of ECIP Funds

ECIP funds may only be used to resolve emergencies that fit the federal definition [42 USC § 8622(1)], including:

8.3.1.1 A natural disaster (whether or not officially declared),

8.3.1.2 A significant home energy supply shortage or disruption,

8.3.1.3 An official declaration of a significant increase in:

8.3.1.3.1 Home energy costs;

8.3.1.3.2 Home energy disconnections;

8.3.1.3.3 Enrollment in public benefit programs; or

8.3.1.3.4 Unemployment and layoffs.

8.3.1.4 An official emergency declaration by the Secretary of Health and Human Services.

8.3.1.5 In those situations where there is not an official federal, state, or local declaration of emergency, e.g., an undeclared natural disaster or a significant home energy supply shortage or disruption that affects a low-income individual, an emergency will be deemed to exist by CSD where there is imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

8.3.2 Capacity and Responsibility to Provide Emergency Assistance

8.3.2.1 In accordance with federal and state law and ECIP Policy and Procedures, Contractor must be qualified and capable of carrying out an energy crisis intervention program that provides timely and effective emergency assistance, not later than the timeframes stated in 42 USC § 8623(c), that resolves the energy crisis. Contractor must meet minimum program requirements for timing and ensuring accessibility to eligible applicants as further defined at 42 USC § 8623(c).

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

Once applicants meet the eligibility and prioritization criteria and funds are available, Contractor shall:

8.3.2.1.1 Within 48 hours after a household applies and is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO payment that will resolve the energy crisis; and

8.3.2.1.2 Within 18 hours after a household applies and is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO that will resolve the energy crisis if such household is in a life-threatening situation.

8.3.2.2 Contractor agrees to provide all reasonable information requested by CSD during the term of this Contract in order to enable CSD to assess the adequacy of Contractor's current energy crisis intervention program and Contractor's ability to implement the program.

8.3.2.3 Federal and state law permit the allowability of costs to the ECIP only where the costs are used to provide emergency assistance in an energy crisis. In addition to all other provisions in this Contract permitting, restricting, or otherwise relating to ECIP costs, such costs are allowable only upon adequate demonstration by the Contractor that the related activities meet the definition of "emergency" as specified in federal law and this Contract.

8.3.3 ECIP Fast Track and WPO

8.3.3.1 ECIP Fast Track and WPO Services shall be provided in accordance with the Agency Local Plan in Article 14.

8.3.3.2 Applicant Eligibility

8.3.3.2.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income.

8.3.3.2.2 Income verification must be for one month and current within six weeks of the application intake date or an annual award letter. For acceptable types of documentation, refer to the LIHEAP Eligibility and Verification Guide. Contractor shall maintain appropriate documents in each applicant's file.

8.3.3.2.3 Contractor shall collect copies of all of the household's energy

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

utility bills for the current month, and if applicable, receipt(s) for (WPO) to determine the client's energy burden.

8.3.3.2.4 Conditions for ECIP services must meet the criteria for an emergency as defined in 42 USC §8622 (1), ECIP Policy and Procedures and Article 13, Definitions.

8.3.3.2.5 ECIP Fast Track Utility Assistance

8.3.3.2.5.1 The applicant must receive energy services and be billed directly by one of the following energy providers: a utility company and/or a mobile home park that owns its own power source(s) or a submetering billing service with the statutory authority to shut off utility services.

8.3.3.2.5.2 For purposes of the present Section 8.3.3, an emergency energy-related crisis does not exist if the cost of energy is included in the applicant's rent, and Contractor may not make ECIP Fast Track payment(s).

8.3.3.2.6 In addition to the applicant eligibility criteria listed above, services for ECIP Fast Track and ECIP WPO may not be provided unless at least one of the following criteria pursuant to Government Code §16367.5 (e) pertains and is documented or certified by Contractor:

8.3.3.2.6.1 Proof of utility shutoff notice;

8.3.3.2.6.2 Proof of energy termination;

8.3.3.2.6.3 Insufficient funds to establish a new energy account;

8.3.3.2.6.4 Insufficient funds to pay a delinquent utility bill;

8.3.3.2.6.5 Insufficient funds to pay for essential firewood, oil, or propane; or

8.3.3.2.6.6 CSD further defines WPO crisis as 30 days or less of fuel.

8.3.3.3 ECIP Fast Track Benefit Determination

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

ECIP Fast Track benefits shall be determined using the base benefit amount and, when applicable, a Contractor-determined supplemental benefit amount. Contractors shall issue ECIP Fast Track benefits in accordance with the following:

8.3.3.3.1 Contractor shall ensure that the total ECIP Fast Track benefit amount (Base benefit amount plus supplemental benefit amount) is limited to and does not exceed the total amount due (at the time of intake) to the utility company for energy charges, reconnection fees, and other assessed utility fees/surcharges in order to alleviate the crisis situation.

8.3.3.3.2 When only issuing the base benefit amount (no supplemental payment), Contractor may exceed the total amount due to the utility company in energy charges, reconnection fees, delinquent utility bill establishing arrearages and/or past due balances, and other assessed utility fees/surcharges to alleviate the crisis situation.

8.3.3.3.3 Contractor shall ensure that the maximum total ECIP Fast Track benefit amount (Base benefit amount plus supplemental benefit amount) does not exceed $3,000. If Contractor uses program income to provide a supplemental ECIP Fast Track payment, the total payment cannot exceed $3,000.

8.3.3.3.4 Contractor shall provide full justification for benefits paid by documenting the client file(s) to include the amount of charges and verification by the utility company.

8.3.3.3.5 Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved Agency Local Plan in Article 14 and the current LIHEAP Eligibility and Verification Guide.

8.3.3.4 WPO Benefit Determination

8.3.3.4.1 WPO benefits shall be determined in accordance with CPA-E-21-04 and CPA-E-21-04M WPO Benefit Formula Implementation.

8.3.3.4.2 Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved Agency Local Plan in Article 14 and the current LIHEAP Eligibility and Verification Guide.

8.3.3.5 ECIP Fast Track/WPO Payment Guidelines

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

8.3.3.5.1 Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year; however, Contractor can use program income to provide a supplemental ECIP Fast Track/WPO or HEAP/WPO for clients experiencing an extenuating circumstance. In addition to receiving one ECIP (Fast Track/WPO) or HEAP/WPO payment, eligible households may receive ECIP EHCS services and/or other weatherization services, if needed.

8.3.3.5.2 Contractor shall ensure that the maximum base benefit total for ECIP WPO does not exceed $1,000. If Contractor uses program income to provide a supplemental ECIP WPO payment, the total payment cannot exceed $1,000.

8.3.3.5.3 Contractor shall exercise due care to ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur at any time during the term of this Agreement.

8.3.3.5.4 When a HEAP payment or ECIP Fast Track payment has been made directly to an energy vendor, notification of payment(s) shall be shown as a credit on the utility bill(s).

8.3.3.6 ECIP WPO Payment Guidelines Specific

8.3.3.6.1 Contractor shall complete the ECIP/HEAP Payment Request Confirmation (CSD 415) or approved Contractor's equivalent form or approved Contractor's equivalent process that confirms payment was made to the client's account. If the client does not have an account, confirmation of the delivery of the benefit to the client is required.

8.3.3.6.2 Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil.

8.3.3.6.3 CSD will not make payments to clients for WPO assistance.

8.3.3.6.4 Before paying energy vendors, Contractor shall verify that charges for the services and goods provided are reasonable and within fair market value.

8.3.3.6.5 Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

8.3.3.6.6 Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred, unless a formal contract, approved by CSD, between Contractor and vendor provides for other terms.

8.3.4 ECIP Emergency Heating and Cooling Services (EHCS)

8.3.4.1 Applicant Eligibility

Eligibility of the applicant shall meet all requirements for eligibility as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.2 Dwelling Eligibility

Eligibility of the dwelling shall meet all requirements for eligibility as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.3 Dwelling Assessments

8.3.4.3.1 Assessment of the dwelling shall meet all requirements as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.3.2 Work crews of Contractor who are only performing heating and cooling services shall not be required to perform the entire CAS test and may limit the testing to only the heating and cooling appliances to be repaired or replaced.

8.3.4.4 Allowable Services

ECIP EHCS may be used for the repair, replacement, and new installation of heating/cooling and water heating appliances identified in the ECIP Policy and Procedures and must meet the following criteria:

8.3.4.4.1 The applicant is income eligible and submits the required documentation to complete the eligibility of the dwelling;

8.3.4.4.2 The applicant has insufficient funds to pay the cost of repairing or replacing an eligible heating or cooling appliance or for a new heating or cooling appliance;

8.3.4.4.3 The appliance condition meets one of the appliance

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

repair/replacement criteria as defined in the ECIP Policies and Procedures; and

8.3.4.4.4 The services to mitigate and completely resolve the emergency and satisfy the relevant emergency assistance meet the timeframes as defined in the ECIP Policies and Procedures.

8.3.5 Natural Disasters

8.3.5.1 When a dwelling that has been damaged by a natural disaster such as fire, flood, earthquake, hurricane, etc., a scope of work shall be submitted to CSD for approval prior to beginning work related to a natural disaster.

8.3.5.2 The occupant shall be certified as currently eligible and a dwelling assessment shall be performed.

8.3.5.3 Contractor may have damages repaired that are within the scope of the weatherization program if the same services will not be paid for or reimbursed by any other source.

8.4 ECIP Fast Track and HEAP Electric and Gas Pledge Guidelines

8.4.1 Contractor shall pledge all applications where the Contractor has determined the applicant has a qualifying emergency as specified in subsection 8.3.3.2.6 of Section 8.3, regardless if the benefit is issued under ECIP Fast Track or HEAP Electric and Gas, provided that the application meets the eligibility and prioritization criteria and Contractor's Utility Assistance funds are available.

8.4.2 After a pledge has been made, Contractor shall submit the application to CORE as specified in subsection 6.1.1, of Section 6.1.

8.4.3 Contractor shall determine the applicant has met the eligibility requirements prior to pledging. If an eligible applicant is subsequently determined to be ineligible, Contractor shall cancel the ineligible applicant's pledge with the Utility Company within five business days upon such determination.

8.4.4 If the applicant's pledge amount changes, Contractor shall adjust the pledge amount with the Utility Company.

8.5 SWEATS and PSPS Activity Guidelines

8.5.1 The SWEATS Policy was developed by CSD to facilitate the delivery of allowable LIHEAP emergency service provisions during an emergency such as a natural disaster or energy supply shortage or disruption. These services include: The CPN-E-20-01 SWEATS Policy includes guidelines, reimbursement provisions, and other

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

information to support successful implementation and administration of SWEATS provisions during a qualifying event. Contractor shall ensure SWEATS implementation and administration is in accordance with CPN-E-20-01.

8.5.2 The PSPS Policy was developed to facilitate the delivery of allowable services to low-income households medically vulnerable to the effects of energy related emergencies and residing in designated High Fire Risk Areas. Contractor shall ensure that PSPS implementation and administration is in accordance with CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy and CPN-E-20-02M3.

8.6 Quality Assurance

8.6.1 Certification

Contractor, or its designee, shall establish a comprehensive, detailed, and fully documented Quality Control procedure to assess the quality and completeness of Weatherization and ECIP EHCS work performed under this Contract. Such assurance will be documented on the CSD Dwelling Assessment Form (CSD 540) and CSD Post Inspection Form (CSD 611) or approved Contractor's equivalent and shall be signed and dated by a certifying Contractor representative.

8.6.2 Post-Weatherization Inspections

8.6.2.1 Contractor shall perform Post-Weatherization Inspections on 100% of the dwellings weatherized under this Contract. Weatherization jobs where measures installed are limited to lightbulbs, water measures and alarms are exempt from receiving post-inspections.

8.6.2.2 If Contractor is unable to perform a post-inspection, Contractor must demonstrate that a reasonable attempt was made to schedule or perform the post-inspection. Attempts must be fully documented on the CSD Post-Weatherization Inspection (CSD 611) and maintained in the client file. The following shall constitute a reasonable effort:

8.6.2.2.1 One phone call attempt plus one correspondence to client stating an attempt was made to inspect and offering to reschedule; or

8.6.2.2.2 One missed appointment or a client refusal plus one correspondence stating an attempt was made to inspect and offering to reschedule.

8.6.2.3 Post-Weatherization inspections shall be conducted for the purpose of assessing the quality and completeness of performed weatherization services and compliance with CSD TRM. The post-inspection shall:

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

8.6.2.3.1 Verify that all measures were completely installed in accordance with said terms and conditions of this Contract;

8.6.2.3.2 Review of installed measures to determine the absence of any feasible Mandatory Measure not installed and the installation of a measure (non-feasible measure) that may not be in compliance with said standards and the terms and conditions of this Contract;

8.6.2.3.3 Verification that the unit received shell leakage, and duct leakage testing, as applicable;

8.6.2.3.4 Verification that required CAS testing of eligible combustion appliances was performed and inspection of combustion appliances to verify the safe operating condition of combustion appliances within the dwelling residence; and

8.6.2.3.5 Verification that an energy audit was performed when required and in compliance with Energy Audit/Priority List Protocol.

8.6.2.3.6 Confirm ECM's installed as part of an energy audit meet energy audit improvement results including but not limited to: pre and post blower door and duct testing results; insulation R-values, and heating/cooling and water heating appliance efficiency ratings; and that the costs billed do not exceed the improvement costs identified in the Improvement Audit Report.

8.6.2.3.7 Inspection of the unit dwelling to ensure that all identified health and safety hazards, whether pre-existing or resulting from the performance of weatherization services, have been successfully remedied.

8.6.2.4 Contractor shall ensure that Post-Weatherization Inspections are performed by trained staff successfully completing all required training as specified in Article 9.1, Training Requirements.

8.6.2.5 If Contractor subcontracts Post-Weatherization Inspection services, then Contractor must aggregate weatherization jobs to mitigate the cost associated with performing inspections. The maximum allowable cost of each post-inspection by a subcontractor is as follows:

8.6.2.5.1 Subcontractors awarded a contract through a competitive procurement process shall not exceed the measure maximum per

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

inspection. The inspection rate includes all expenses related to the Post-Weatherization Inspection such as the cost of the inspection, administration and travel costs of subcontractor.

8.6.2.5.2 Subcontractors that are part of CSD's network of LIHEAP contractors, and performing inspections under a contract, Memorandum of Understanding or similar contract, and not competitively procured in accordance with the Contractor's procurement process and procedure, shall bill actual costs for the Post-Weatherization Inspection and related expenses such as inspector wages, overhead, administration and travel costs of subcontractor. The total cost of all related expenses shall not exceed the measure maximum per inspection.

8.6.2.6 Contractor shall ensure job separation between staff performing post-weatherization inspection activities and weatherization crew personnel performing the physical installation and performance of weatherization measure services funded under this Contract.

8.6.2.7 If Contractor elects to subcontract with entities outside of CSD's network of Local Service Providers for the full installation of weatherization measures, the subcontractor performing the installation of weatherization measures shall not perform the post-weatherization inspection activities. Contractor shall ensure job separation by using Contractor's staff or another subcontractor to perform the post-weatherization inspection.

8.6.2.8 The Quality Assurance Inspector shall certify the performance of Post-Weatherization Inspections of dwelling units by completing and signing Contractor Post-Weatherization Inspection Report (CSD 611). Contractor shall retain a copy of the completed and signed form in the client file.

8.6.3 Third-Party Inspections

8.6.3.1 CSD may use a third-party inspector to review and verify that the weatherization activities performed under this Contract conform to applicable standards and practices.

8.6.3.2 Contractor or a ride-along (designated representative) shall accompany the inspector on client inspection visits and shall provide transportation and equipment to the inspector. When possible, Contractor shall make corrections during the client inspection visits.

8.6.3.3 Contractor agrees to remedy all Nonhazardous Conditions (nonhazardous work deficiencies) noted by CSD or its designee within 20 business days of written notification.

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

8.6.3.4 Contractor must remedy all Hazardous Conditions resulting from weatherization measure installation in accordance with the CSD TRM. Any Hazard Fails that are not remedied within 18 hours will require completion of the Hazardous Correction Work Plan denoting the reason why the hazardous correction is unable to be resolved within 18 hours and the action that will be taken to resolve the hazard.

8.6.3.5 Contractor must remedy all inspection corrections identified on the Comprehensive Inspection Report including confirmation of correction to CSD's third-party inspector within 20 business days.

8.6.4 Noncompliance

8.6.4.1 Contractor shall be subject to the withholding of any or all reimbursements for failure to completely resolve a Hazardous Condition in accordance with the CSD TRM. The reimbursement sanction will apply to the next fiscal reimbursement request associated with the program of the weatherized unit in question. The reimbursement sanction will remain in effect until Contractor successfully resolves the Hazardous Condition and confirms the resolution with CSD and the designated Inspection Contractor. The sanction will apply to all subsequent fiscal reimbursement requests of the primary funding source in question so long as the Hazardous Condition remains unresolved.

8.6.4.2 If it is determined that the Contractor has failed to resolve an identified Hazardous Condition in accordance with the Hazardous Correction Work Plan, CSD may utilize the services of the designated Inspection Contractor to successfully resolve the delinquent Hazardous Condition. Contractor will assume responsibility for costs associated with the use of Inspection Contractor's services. The costs will include labor, materials, and travel equal to the Inspection Contractor's training and technical assistance hourly rate and the total amount will be withheld from the Contractor's next request for fiscal reimbursement.

8.6.4.3 If it is determined that the Contractor has incorrectly billed CSD because a measure was not installed, or the quantity installed is less than the quantity billed, Contractor shall install the billed measure or quantity, if feasible. In cases when a physical remedy is not possible, repayment of the labor and material costs for the non-installed measure or quantity will be withheld from subsequent reimbursements.

8.6.4.4 Contractor will be subject to Special Conditions, in accordance with Section 10.4, if it is determined that one or more of the following conditions exist:

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

8.6.4.4.1 Contractor has a history of unsatisfactory performance;

8.6.4.4.2 Identification of one or more Hazardous Conditions in dwellings weatherized by Contractor;

8.6.4.4.3 Failure to remedy an identified Hazardous Condition in a timely manner; and

8.6.4.4.4 Substantial number of Nonhazardous Conditions and/or identified trends or patterns of nonconformance to installation criteria.

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

ARTICLE 9 - TRAINING, LICENSING AND CERTIFICATIONS

9.1 Training Requirements

9.1.1 All training, as indicated by employee classification in the CSD Weatherization Training Program Requirements Matrix, shall be provided through a CSD-approved training mechanism utilizing CSD-approved training curricula. In-house training may be provided for EPA or HUD-approved Lead-Safe Weatherization Training or unless otherwise noted. Training coursework must be successfully completed according to the terms of each course. Certificates of completion shall be issued by the CSD-approved training entity upon successful completion of each course, unless where otherwise noted below.

9.1.2 Training Provisions for Staff of Contractor and Subcontractors:

9.1.2.1 Within 30 calendar days of employment, weatherization employees of Contractor and subcontractors shall receive Health and Safety, Environmental Hazards Awareness and Lead-Safe Weatherization Training. An Assessor, Energy Auditor, Worker, Supervisor, or Inspector shall not be allowed to enter, assess, conduct an audit on, weatherize, or inspect a dwelling unit until the required Health & Safety, Environmental Hazards Awareness and Lead-Safe Weatherization Training has been completed.

9.1.2.2 Within 180 calendar days of employment, all weatherization employees of Contractor shall receive on-the-job Basic Weatherization Training.

9.1.3 Training Provisions Based Upon Job Duties:

9.1.3.1 When job duties include duct leakage and shell leakage diagnostics, weatherization employees of Contractor and subcontractors shall receive Duct Leakage/Shell Leakage Diagnostic Training. No employee of Contractor and subcontractor shall perform diagnostic testing without having completed the required training.

9.1.3.1.1 Subsequent to successful completion of the Duct Leakage/Shell Leakage Diagnostic Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee knowledge and skill in this area of diagnostic testing.

9.1.3.1.2 Contractor and subcontract employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

skill and knowledge and will be prohibited from performing this activity until the completion of required training.

9.1.3.2 When job duties include Combustion Appliance Safety, weatherization employees of Contractor and subcontractors shall receive Combustion Appliance Safety Training. No employee of Contractor and subcontractors shall perform combustion appliance safety checks without having completed the required CSD-approved training.

9.1.3.2.1 Subsequent to successful completion of Combustion Appliance Safety Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in performing Combustion Appliance Testing.

9.1.3.2.2 Contractor and subcontractor employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.

9.1.3.3 When job duties include performing Assessments and/or Field Supervision, weatherization employees of Contractor and subcontractors who perform Assessments and/or Field Supervision shall receive Field Assessment and Field Supervision Training. No employee of Contractor and subcontractors shall perform Assessments or supervision without having completed on-the-job required training. Certificates of Completion shall be issued following successful completion of the second phase ("field portion") of the training.

9.1.3.3.1 Subsequent to successful completion of Field Assessment and/or Field Supervision Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in performing Assessments and/or Field Supervision.

9.1.3.3.2 Contractor and subcontractor employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

9.1.3.4 Weatherization employees of Contractor and subcontractors who perform Quality Assurance Inspections and/or Field Supervision shall receive Quality Assurance/Inspector Training. No employee of Contractor and subcontractor shall perform inspections without having completed the required training.

9.1.3.4.1 Subsequent to successful completion of Quality Assurance/Inspector Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in Quality Assurance Inspections and/or Field Supervision.

9.1.3.4.2 Contractor and subcontractor employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.

9.1.4 Training and technical assistance funds may also be used to train Contractor's subcontractors participating in the program and excludes on-the-job training. In making the determination to pay for subcontractor training, Contractor should secure a retention contract in exchange for the training. The subcontract should stipulate that the subcontractors will work in the program, for a minimum of 12 months.

9.1.5 For weatherization services performed on HUD units, all work crews of Contractor and subcontractors who perform basic weatherization or specialty services are required to be trained in HUD-approved Lead-Safe Weatherization, although certification is not required. No employee of Contractor and subcontractors shall perform work in a pre-1978 HUD dwelling until the required training has been received. Although a crew supervisor can be certified as a HUD Lead Abatement Supervisor or Worker, it is not a substitute for the requirement of trained work crews.

9.1.6 EPA Lead Renovator training is required per the EPA for all Contractors and subcontractors performing work on pre-1978 homes, where the work could potentially disturb lead-based paint.

For weatherization services performed on pre-1978 units, all work crews of Contractor and subcontractors who provide basic weatherization or specialty services are required to be trained in EPA-approved Lead Renovator practices, and firm certification is required. No employee of Contractor and/or subcontractors shall perform such work on a pre-1978 dwelling until the required training has been received.

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

9.1.7 Contractor shall maintain and make available for reference to Contractor's employees and subcontractors who perform weatherization and ECIP EHCS services the following:

9.1.7.1 CSD TRM;

9.1.7.2 Other applicable policies and procedures; and

9.1.7.3 Official State and Federal Program Notices.

9.1.8 OSHA-10 is required for all crews, and OSHA-30 is required for all Contractor supervisors who are regularly on-site and monitor for field safety.

9.2 Contractor Licensing

Contractors, unless otherwise exempt or their subcontractors performing basic weatherization services under this Contract shall comply with TRM and the following licensing requirements:

9.2.1 Possess and maintain an active Class "B" General Building Contractor license, issued by the Contractors State License Board (CSLB) in the name of the Contractor/qualifying individual;

9.2.2 Contractor is responsible for ensuring that all subcontractors have active licensing and are in good standing for the duration of the subcontract; and

9.2.3 Contractor shall immediately notify CSD when any changes in licensing occur.

9.3 Special Licensing - Weatherization

9.3.1 Special licensing may also be required for the installation and/or repair of Evaporative Cooler, Cook Top and Range, Vented Space Heater, Air Conditioning, and Gas and Electric Water Heaters, if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob and tube wiring certification will always require a C-10 license.

9.3.2 Specialty subcontractors must possess all applicable licenses as required by the CSLB to carry out installation and/or repairs. Specialty licensing is required for specific measures including: C-10 Electrical Contractor (including electrical wiring upgrade/replacement and knob and tube wiring certification); C-20 Warm-Air Heating, Ventilation and Air-Conditioning Contractor; C-36 Plumbing Contractor; C-46 Solar Contractor; C-47 Mobile Home Contractor; and D-65 Weatherization Energy Conservation.

9.3.3 Contractor is responsible for ensuring that all subcontractors have active licensing

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

and are in good standing with the CSLB for the duration of the subcontract.

9.4 Environmental Protection Agency (EPA) Certifications

9.4.1 All contractors providing services utilizing in-house crews shall be certified as an EPA Certified Firm in accordance with EPA's Renovation, Repair and Painting Program requirements (40 CFR Part 745). Contractors who subcontract all of their weatherization and ECIP EHCS services are required to be certified and shall have at least one EPA Certified Renovator on staff for subcontractor oversight purposes.

9.4.2 Contractors shall ensure that all subcontractors whose work potentially disturbs lead paint are EPA Certified Firms and have EPA Certified Renovators on staff.

9.4.3 Any contractor without the required certification will not be allowed to perform weatherization or EHCS services.

9.5 Mandatory Training

Contractor must participate in mandatory training such as eligibility start-up training, CSD TRM training, contract review webinars, monitoring trainings and other trainings CSD deems mandatory. CSD will notice Contractor with a minimum of 10 business days prior to training.

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

SUBVENTION CONTRACT

COMPLIANCE REQUIREMENTS

ARTICLE 10 - COMPLIANCE POLICIES AND PROCEDURES

10.1 Right to Monitor, Audit, and Investigate

10.1.1 Any duly authorized representative of the federal or state government, which includes but is not limited to the federal offices of inspectors general, the State Auditor, CSD staff, and any entity selected by CSD to perform inspections and/or investigations, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Contract through on-site visits, audits, and any other appropriate means CSD deems necessary.

10.1.2 Contractor shall, upon reasonable notice, make available all information and materials reasonably necessary for CSD to substantiate to its satisfaction that expenditures incurred under this Contract are allowable and allocable, including, but not limited to files, books, documents, papers, and records. Contractor agrees to make such information and materials available to the federal government, the State, or any of their duly authorized agents or representatives, for purpose of examination, copying, or mechanical reproduction, on or off the premises of the subject entity.

10.1.3 Any duly authorized agent or representative of the federal or state government shall have the right to undertake investigations in accordance with 42 USC § 8627 and Gov Code § 16366.7, as amended.

10.1.4 All contracts entered into by Contractor with audit firms for purposes of conducting independent audits under this Contract shall contain a clause allowing CSD or any duly authorized agent or representative of the federal or state government timely access to the working papers of the audit firm(s).

10.2 Auditing Standards and Reports

10.2.1 Auditing Standards

10.2.1.1 *Applicability.* The standards set forth in 45 CFR Part 75 Subpart F – Audit Requirements are hereby incorporated by reference.

10.2.1.2 *Supplemental Audit Guide.* In addition to the audit requirements specified above, Contractor must follow the most current CSD Supplemental Audit Guide, incorporated into this Contract by reference in Article 14. The Supplemental Audit Guide may be accessed at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

10.2.2 Audit Reports

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

10.2.2.1 Funds provided under this Contract shall be included in an audit conducted in accordance with the provisions of 45 CFR Part 75 Subpart F – Audit Requirements, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in The U.S. Government Accountability Office's "Government Auditing Standards," December 2011 Revision, as amended.

10.2.2.2 *Organizations below audit threshold.* Contractors falling below the federal funding threshold that mandates a single audit may be subject to an audit and/or other fiscal- or program-specific review conducted by CSD or its agents, upon 30-day written notice.

10.2.2.3 The financial and compliance audit report shall contain the following supplementary financial information: a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 CFR § 200.510 (45 CFR § 75.510). All LIHEAP grants shall be reported separately on the SEFA by program component, i.e., Weatherization (Wx) and ECIP/HEAP/Assurance 16 (EHA16). In addition, a separate Supplemental Statement of Revenues and Expenditures (SSRE) for each contract whose term ends during the single-audit fiscal year shall be included in that year's single audit. The SSRE shall report revenue and expenditures for CSD funding by contract line item and fiscal year. The SSRE shall cover the entire contract term as required in CSD's Supplemental Audit Guide.

10.2.3 *Submission of Audit Reports.* Contractor shall submit to CSD one electronic copy of the required audit report(s) and any management letter(s) issued by the accountant, within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the Contractor's fiscal year.

10.2.4 *Failure to File IRS Form 990 for Tax-Exempt Organizations* If Contractor fails to file Form 990 timely, Contractor must provide:

10.2.4.1 Evidence of an extension request with an estimated timeframe for submission; or

10.2.4.2 An explanation of why Contractor does not plan to file Form 990.

10.2.5 The audit report(s) and all supplemental financial information must be submitted to the following addresses:

Electronic copy:
audits@csd.ca.gov.

Printed copy:
Department of Community Services and Development

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

Attention: Audit Services Unit
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

Upon receipt of the audit report, CSD's Audit Services Unit (ASU) will send a confirmation email within 5 to 10 business days. Contractor should verify receipt of ASU's confirmation email to ensure your single audit was received.

In accordance with the guidelines of the Division of Audits of the California State Controller's Office (SCO), if Contractor is a local government agency, additional copies of the audit report must be submitted to the following address:

Mailing Address:

State Controller's Office
Division of Audits
Financial Audits Bureau/Single Audits Unit
P.O. Box 942850
Sacramento, CA 94250-5874

Street Address for Fed Ex:

State Controller's Office
Division of Audits
Financial Audits Bureau/Single Audits Unit
3301 C Street, Suite 700
Sacramento, CA 95816

10.2.6 Failure to Comply with Audit Reporting Requirements

If Contractor fails to comply with Federal statutes, regulations or the terms and conditions of this Contract, CSD may impose additional conditions, as described in 45 CFR § 75.207. If CSD determines that noncompliance cannot be remedied by imposing additional conditions, CSD may take one or more of the following actions, as appropriate in the circumstances, as provided in 45 CFR § 75.371 - § 75.380 *Remedies for Noncompliance*:

10.2.6.1 Temporarily withhold cash payments pending correction of the deficiency by Contractor or more severe enforcement action by the Federal awarding agency;

10.2.6.2 Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;

10.2.6.3 Wholly or partly suspend or terminate the Federal award;

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

10.2.6.4 Recommending that suspension or debarment proceedings (as authorized under 2 CFR Part 180) be initiated by the Federal awarding agency;

10.2.6.5 Withhold further federal awards; or

10.2.6.6 Take other remedies that may be legally available.

10.2.7 Collection of Disallowed Costs

10.2.7.1 If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs, CSD shall, after consideration of Contractor's submission issue a final TR, no later than 30 days after receipt of Contractor's information or documentation. If questioned costs are determined to be owning, CSD's Financial Services Unit (FSU) will send an invoice. Contractor will tender payment to FSU or a repayment plan acceptable to FSU.

10.2.7.2 All statements, notices, responses and demands issued in accordance with this Section 10.2.7 shall be in writing.

10.2.7.3 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section 10.2.7.

10.3 Compliance Monitoring

10.3.1 As the recipient of federal LIHEAP block grant funds under this Contract, Contractor must substantiate that all costs claimed pursuant to this Contract are allowable and allocable under all applicable federal and state laws. To be entitled to reimbursement, Contractor must trace all allowable costs to the level of expenditure, to include providing supporting documentation reasonably necessary to substantiate the validity of such claim.

10.3.2 As the administrator of the LIHEAP block grant for the State, CSD is required to ensure the funds allocated to Contractor are expended for the purposes identified in federal law and state LIHEAP law, and for allowable and allocable costs under the applicable rules of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

10.3.3 CSD is required to conduct on-site or in-house and follow-up monitoring of Contractor to ensure that Contractor meets the Production Plan, administrative standards, financial management requirements, and other requirements of LIHEAP.

10.3.4 CSD shall provide Contractor reasonable advance notice in writing of on-site and/or

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

in-house monitoring reviews of Contractor's program or fiscal performance.

10.3.5 Compliance monitoring will consist of a questionnaire that Contractor will be required to complete and return to CSD within 30 calendar days from receiving the questionnaire.

10.3.6 CSD will conduct client file reviews to verify compliance with financial and program requirements. CSD shall notify Contractor of the client files requested, and Contractor shall provide the client files within five business days.

10.3.7 CSD may increase the number of client files reviewed and frequency of client file reviews based on the severity of non-compliance issues identified during the client file review process.

10.3.8 In accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75), Contractor shall cooperate with CSD program and audit staff and other representatives and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Contract. To the extent Contractor maintains records and documents in an electronic format, Contractor must make such records and documents readily available to CSD program and audit staff and other representatives: 1) for review on an appropriate electronic device provided by Contractor; and/or 2) for reproduction in electronic and/or hard copy format, as is necessary to effect the purposes of this Section 10.3. In order to realize the objectives of this subsection and to ensure that the integrity of the program, the proper expenditure of grant funds, and to prevent fraud, waste, abuse, and unjust enrichment, whether by design or inadvertence, Contractor shall cooperate with CSD as follows:

10.3.8.1 Upon request, provide a list of clients, jobs or properties to or for which LIHEAP services have been provided by Contractor, and to or for which Contractor has provided related services under other federal, State or non-governmental programs such as, but not limited to, public and private utility company programs, collectively "Associated Programs."

10.3.8.2 With respect to such list of clients, jobs, or properties, provide CSD and/ or the investigative entities or persons referenced in Section 10.1.1, access to client files or similar records and documents of the Associated Programs for the purpose of determining whether related services have been provided that result in duplicate billings or any violation of federal or State law, this Contract, or applicable federal and/or State LIHEAP guidelines.

10.3.8.3 For purposes of this Section 10.3.8:

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

10.3.8.3.1 "Duplicate billing" is defined as receiving reimbursement from more than one funding source for the same expenditures or costs, whether in whole or in part, that Contractor incurs in connection with rendering a service to or for a client, job, or property, resulting in a total reimbursement to Contractor, from all sources, in excess of actual expenditures or costs incurred.

10.3.8.3.2 To the extent necessary to realize the objectives of this article, the term "Contractor" includes any subcontractor or agent of Contractor in possession of the files, records, or documents or other information bearing on related services under any relevant Associated Program.

10.3.8.4 It is understood that Contractor has no obligation to provide access to the client files, records, and documents of an Associated Program when no LIHEAP services have been provided and the client, job, or property is not required to be on the list furnished to CSD by Contractor, as provided herein.

10.3.8.5 In the event Contractor is unable to comply with the provisions of subsections 10.3.8.1 or 10.3.8.2 because of restrictions placed on Contractor by law in connection with an Associated Program, or restrictions imposed on Contractor pursuant to a binding written contract between Contractor and the funding source of such Associated Program, then Contractor shall so inform CSD by written declaration and provide supporting documentation for such declaration. Contractor shall, together with any declaration made, certify to CSD in writing that:

10.3.8.5.1 Contractor has not submitted duplicate billings to both LIHEAP and Associated Program; or

10.3.8.5.2 Contractor has not otherwise engaged in similar actions in violation of federal or state law.

10.3.9 CSD will host a File Transfer Protocol (FTP) Server and provide Contractor with specifications, documentation, and sample of FTP file configurations screens, as necessary, to enable Contractor to use the FTP Server to upload client files, records, and documents. Contractor shall submit client files, records, and documents via the FTP to allow CSD to complete an in-house review.

10.3.10 In the event that CSD determines that Contractor is not in compliance with material or other legal requirements of this Contract, CSD shall provide the observations, recommendations, or findings and request for a corrective action plan to Contractor in writing. Contractor shall submit to CSD a specific action plan for correcting the noncompliance.

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

10.3.11 Collection of Disallowed Costs

10.3.11.1 In the event questioned costs are identified in a final decision on cost disallowance issued by CSD, Contractor shall comply with any demand for repayment, as specified in such final report.

10.3.11.2 *Time for response.* Contractor shall have no less than 30 calendar days from receipt of the final decision to tender payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.

10.3.11.3 *Notice after review of further supporting evidence.* If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided above in subsection 10.3.11.2, CSD shall, after consideration of Contractor's submission, accordingly, issue a revised Notice of Disallowed Costs, if any, no later than 30 days after receipt of Contractor's information or documentation. Contractor shall have 15 days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with subsection 10.4.4 of this Contract, for CSD's final determination of disallowed costs.

10.3.11.4 All statements, notices, responses and demands issued in accordance with this Section shall be in writing.

10.3.11.5 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section.

10.4 Enforcement Process - Noncompliance with Requirement of this Contract

10.4.1 Tax-Exempt Status Requirement

Nonprofit charitable organizations must maintain their 501(c)(3) tax-exempt status as a requirement for continued LIHEAP grant reimbursements and participation under the current Contract. All 501(c)(3) contractors shall notify CSD within one business day upon revocation of their tax-exempt status and cease all work performed under this Contract. CSD will halt all payments to Contractor while its nonprofit, tax-exempt status is revoked. Work performed prior to the revocation, but billed after such notice is received, shall be timely reimbursed to the Contractor. In addition, CSD may take additional enforcement steps consistent with federal and state law and this Contract.

10.4.2 General

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

The authority for CSD Enforcement Actions, as defined in Section 10.4.3, for cost disallowances/ recovery of misused funds, and for de-designation of eligible entity status (collectively "Enforcement Process") is found in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75), and in state regulations, with particular reference to 22 CCR § 100875. In order to facilitate compliance with the cited authorities, the parties to this Contract agree that: 1) the present article shall guide, inform and clarify the Enforcement Process; 2) shall establish the procedures to be followed; and 3) establish the rights and obligations of the parties with respect to the Enforcement Process, for purposes of implementing the principles set out in the applicable legal authorities.

10.4.3 Enforcement Action, "High Risk" – Determination and Notice

10.4.3.1 If CSD determines that Contractor is not financially stable, and that Contractor's financial condition is so tenuous that its ability to implement this Contract is seriously compromised, or if CSD determines that Contractor has not complied with the requirements of this Contract and that Contractor's noncompliance constitutes a material breach of the Contract, CSD may initiate an Enforcement Action. For purposes of this article, "Enforcement Action" means the imposition of any of the following: a) special conditions and/or sanctions; b) a determination of cost disallowance; c) contract suspension; d) contract termination; or e) termination of Contractor's service provider status.

10.4.3.2 To initiate an Enforcement Action, CSD must provide Contractor with written notice of "high risk" designation, setting forth: 1) the factual and legal basis for the determination of noncompliance, upon which the "high risk" designation is based; 2) the corrective action(s) required; and 3) the date by which the corrective action must be taken and completed.

10.4.3.3 For purposes of this article, "material breach" means any act or omission by Contractor that is in contravention or disregard of Contractor's duties and obligations under the terms of this Contract and under applicable State and federal law, which act or omission:

10.4.3.3.1 Constitutes fraud or gross negligence by Contractor or its agent(s);

10.4.3.3.2 Is likely to result in significant waste and/or abuse of federal funds;

10.4.3.3.3 Has a significant adverse impact on Contractor's ability to meet its administrative, financial, or programmatic duties and obligations over the term of the Contract or a significant

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

portion thereof;

10.4.3.3.4 Violates or otherwise disregards significant program guidance and other requirements of the Federal Government, whether issued directly or through CSD;

10.4.3.3.5 May have serious adverse effects and consequences on the Contractor's customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; or

10.4.3.3.6 May otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

10.4.4 Special Conditions and Sanctions

10.4.4.1 "High risk" designation may include the imposition of Special Conditions, Sanctions and/or other special requirements with respect to Contractor's performance. CSD may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address acute financial instability or a material breach of contract, as defined in Section 10.4.3, above.

10.4.4.2 Notice of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Notice must contain the following information:

10.4.4.2.1 The nature of the Special Condition(s) and/or Sanction(s) being imposed;

10.4.4.2.2 The reason(s) for imposing Special Condition(s) and/or Sanction(s); and

10.4.4.2.3 The corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).

10.4.4.3 Special Conditions may include, but are not limited to:

10.4.4.3.1 Obtaining training and/or technical assistance;

10.4.4.3.2 The imposition of special or additional reporting requirements;

10.4.4.3.3 Special or conditional cost reimbursement requirements and procedures;

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

10.4.4.3.4 The provision of documentation by Contractor; and/or

10.4.4.3.5 The requirement to amend or modify systems, procedures, and/or policies.

10.4.4.4 Sanctions may include, but are not limited to:

10.4.4.4.1 The suspension of advances and/or reimbursements; and/ or

10.4.4.4.2 The issuance of stop work orders.

10.4.4.5 Sanctions may not be imposed without a hearing being first held in accordance with applicable regulations, unless CSD reasonably determines on the basis of credible information that:

10.4.4.5.1 Substantial sums to be paid to Contractor have been or will be used in violation of law or the provisions of this Contract; or

10.4.4.5.2 The associated costs are otherwise very likely to be disallowed; and

10.4.4.5.3 If Sanctions are not immediately imposed, taxpayer dollars are at significant risk and are unlikely to be recovered.

10.4.4.6 Review of Special Conditions and/or Sanctions.

10.4.4.6.1 If Contractor elects to contest the action to impose Special Conditions and/or Sanctions, Contractor shall have five business days following receipt of Notice of Enforcement Action in which to show cause, in writing, why the Special Conditions or Sanctions should not be enforced.

10.4.4.6.2 CSD shall have five business days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the consequences of the decision and Contractor's obligations going forward, if any.

10.4.4.6.3 Contractor may, within five business days of receipt of Notice of Enforcement Action, request an informal meeting for the parties to consider the merit of the Notice and to discuss alternative courses of action, which meeting CSD may agree to if, in its sole judgment, it determines the meeting would be helpful to the process, can be held expeditiously, and will not unduly cause delay or otherwise increase the risk of loss of taxpayer dollars.

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

10.4.4.6.4 Contractor may, at any time, request in writing that CSD initiate the contract suspension or contract termination processes, to include the requisite hearings, as set out in 22 CCR § 100875.

10.4.4.6.5 Should Contractor fail to show cause why the Enforcement Action should not go forward, or should Contractor fail to request that CSD initiate either the contract suspension or termination processes, CSD may initiate such action upon its own motion.

10.4.4.6.6 Special conditions and sanctions shall remain in effect until the hearing procedure is completed, provided, with respect to sanctions, CSD reasonably determines that subsection 10.4.4.5 applies.

10.4.5 Cost Disallowance

10.4.5.1 If Contractor's non-compliance with the terms of this Contract results in an enforcement action, and if CSD determines that Contractor's non-compliance has resulted in questioned costs, CSD shall provide Contractor with a Statement of Questioned Costs along with the Notice of Enforcement Action, or at such later time in the Enforcement Process as questioned costs have been identified.

10.4.5.2 The Statement of Questioned Costs shall include:

10.4.5.2.1 A description of the costs questioned and the specified amount by type or category of costs;

10.4.5.2.2 The reason the costs are questioned, and the information and/ or documentation required to justify payment of the costs; and

10.4.5.2.3 The timeframe and procedures for Contractor's submission of the required information or documentation to CSD.

10.4.5.3 If CSD determines that more information is required before a Statement of Questioned Costs can be issued or before a final determination of cost disallowance can be made, CSD may conduct an investigative audit of Contractor's records, files and books of account, or retain an audit firm for such purpose. Contractor agrees to cooperate fully in any audit conducted and to ensure that Contractor's agents, accountants and subcontractors cooperate in the performance of such audit. A report of any audit

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

conducted shall be shared with Contractor, who shall be given ample opportunity to respond to findings and to submit information and documentation in support of the response. If Contractor fails to cooperate in the conduct of an audit, initiated pursuant to this subsection, CSD may either impose sanctions, as provided in subsection 10.4.3 or, if feasible, issue a Notice of Disallowed Costs.

10.4.5.4 After CSD has considered any information and/ or documentation submitted by Contractor in response to a statement of questioned costs or in response to an investigative audit report, CSD shall issue a Notice of Disallowed Costs, which notice shall include:

10.4.5.4.1 The amount of disallowed costs to be repaid, if any; and

10.4.5.4.2 The date by which repayment must be made or, in the alternative,

10.4.5.4.3 The date by which Contractor must submit a proposed repayment plan for consideration by CSD.

10.4.5.5 Before the expiry of five business days after receipt of a Notice of Disallowed Costs, Contractor may challenge the Notice of Disallowed Costs by requesting a hearing, conducted in accordance with the procedures set out in 22 CCR § 100875, for the purpose of adjudicating the matter of cost disallowance, provided however that either Contractor or CSD may opt to adjudicate other pending Enforcement Action matters, as provided in subsection 10.4.4.6. of this section, in a combined proceeding.

10.4.5.6 If Contractor fails to request a hearing to adjudicate cost disallowance, as provided in subsection 10.4.5.5, the Notice of Disallowed Costs shall be deemed final and Contractor shall comply with the provisions of the present Section 10.4.5.

10.4.5.7 Contractor will not be deemed to have complied with a Notice of Disallowed Costs until repayment is made or CSD has approved a repayment plan. In determining the acceptability Contractor's repayment plan, CSD shall take into consideration such factors as, but not limited to:

10.4.5.7.1 Federal requirements or conditions applicable to the grant(s) under which the disallowed costs were funded;

10.4.5.7.2 The exigencies of the grant program and CSD's ability to reallocate the funds repaid or otherwise dispose of the funds in accordance with applicable law;

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

10.4.5.7.3 The risk of being unable to recover funding and the options for securing Contractor's repayment obligation; and

10.4.5.7.4 Contractor's financial condition and ability to pay.

10.4.6 Contractor shall remain on "high risk" until CSD reasonably determines that Contractor has complied with the requirements of the Notice of "High Risk" Designation, including verification by CSD that corrective measures have been implemented, that all conditions have been met and that disallowed costs have been repaid or, alternatively, that CSD has deemed Contractor's repayment plan to be acceptable and Contractor has demonstrated it is in compliance with the plan. Upon determination that Contractor has complied with the requirements of the Notice of "High Risk" Designation, CSD shall give Contractor written notice of such determination.

10.4.7 In the event Contractor's non-compliance with the terms and conditions of this Contract are not remedied through imposition of special conditions, and/or sanctions, thereby enabling CSD to remove "high risk" designation, CSD may initiate further Enforcement Actions involving Contract Suspension, Contract Termination and Termination of service provider status, which shall be initiated and conducted in accordance with the applicable provisions found in 22 CCR § 100875 and other applicable State and federal statutes and regulations.

10.4.8 Lien rights

The State retains lien rights on all funds advanced.

10.5 Service Delivery and Expenditure Requirements

10.5.1 Service Delivery and Expenditure of Funds

10.5.1.1 Contractor shall, in accordance with Government Code §16367.5, be afforded maximum flexibility and control, within the parameters of federal and state law, in the planning, administration, and delivery of LIHEAP services. Regardless of the modalities and techniques utilized, Contractor is obligated: a) to ensure that the maximum numbers of persons are served, consistent with the effective and efficient service delivery, with program requirements and with applicable law; and b) to fully expend program funds by the date identified in the contract.

10.5.1.2 A substantial failure to expend funds and provide services to readily available qualified applicants, except for compelling reasons beyond Contractor's control, shall be deemed prima facie evidence of breach of contract and may constitute grounds for "high risk" designation and the

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

applicable remedies as provided in Section 10.4, "Enforcement Process – Noncompliance with the Requirements of this Contract." Such failure of performance may, in accordance with the provisions of this article, result in a reduction in Contractor's grant allocation and the redistribution of future funding to other performing service providers.

10.5.2 Contractor Expenditure and Reporting Requirements

Contractor shall be at 99% expenditure of the Contract by December 31, 2024.

10.5.2.1 CSD will monitor Contractor's expenditures to evaluate compliance with meeting expenditure requirement by December 31, 2024, for each program category, including capped budget items.

10.5.2.2 Contractor shall submit timely expenditure reports, that allow CSD to evaluate Contractor's ability to meet the December 31, 2024, expenditure date requirement. Based upon these reports, CSD may determine that Contractor has not met the expenditure requirement and is out of compliance with this Contract.

10.5.3 Contractor's Upcoming Program Year LIHEAP Performance Allocation Methodology

CSD shall determine Contractors upcoming program year LIHEAP Contract Allocation Methodology based on performance expenditure requirements in Section 10.5.2. and distributed according to the following criteria:

10.5.3.1 Category A: If Contractor meets the performance requirements of Section 10.5.2 and reported no later than January 31, 2024, Contractor will receive their full allocation and a percentage of any redistributed funds not allocated to another contractor that fall into Category C, in Section 10.5.3.3.

10.5.3.2 Category B: If Contractor expends 99 percent of their allocation by February 28, 2024 and reported no later than March 31, 2024, Contractor will receive their full allocation but will <u>not</u> be eligible to receive any redistributed funds.

10.5.3.3 Category C: If Contractor does not expend at least 99 percent of their allocation by February 28, 2024 and reported no later than March 31, 2024, the 2024 LIHEAP allocation will be offset by the balances remaining recorded as of the December 31, 2023 expenditure period reported no later than January 31, 2024.

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

SUBVENTION CONTRACT

CERTIFICATIONS AND ASSURANCES

ARTICLE 11 - FEDERAL AND STATE POLICY PROVISIONS

11.1 Certifications

11.1.1 Contractor's signature affixed to this Contract shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following:

11.1.1.1 Drug-Free Workplace Requirements, Contractor Certification Clauses 04/2017 (CCC-04/2017)

11.1.1.2 National Labor Relations Board Certification (CCC-04/2017)

11.1.1.3 Expatriate Corporations (CCC-04/2017)

11.1.1.4 Domestic Partners (CCC-04/2017)

11.1.1.5 Labor Code/Workers' Compensation (CCC-04/2017)

11.1.1.6 Americans with Disabilities Act (CCC-04/2017)

11.1.1.7 Contractor Name Change (CCC-04/2017)

11.1.1.8 Resolution (CCC-04/2017)

11.1.1.9 Air or Water Pollution Violation (CCC-04/2017)

11.1.1.10 Safeguarding Access to State Data (Department of Finance, Budget Letter 04-35)

11.1.1.11 Safeguarding Against and Responding to a Breach of Security Involving Personal Information (Office of Information Security and Privacy Protection, Management Memo 08-11).

11.1.2 The above documents are hereby incorporated by reference into this Contract. To access these documents, please visit the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

11.1.3 Executive Order N-6-22 – Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

11.2 Provisions for Federally Funded Grants

11.2.1 Contractor certifies that it possesses legal authority to apply to the State for LIHEAP funds and assures compliance with the purposes as set forth in 42 USC §§ 8621 et seq., as amended.

11.2.2 Eligibility to Receive Federally Funded Public Benefits

Pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) (Public Law (Pub. L.) 104-193), as amended, and Executive Order W13596, dated August 27, 1996, while in effect, applicants for federally funded public benefits are required to provide proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status. (8 USC §§ 1611, 1612, & 1642.) Contractor shall verify client eligibility in accordance with CSD Applicant Verification of Eligibility Procedures and Regulations, forms, and other written guidance provided by CSD.

11.2.3 Under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) Section 508, and NO VERIFICATION REQUIREMENT FOR NONPROFIT CHARITABLE ORGANIZATIONS, Section 432 (d) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 USC § 1642 et seq.) as amended, Nonprofit Charitable Organizations are exempt from the requirement to determine, verify, or otherwise require proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status of any applicant for such benefits in providing any Federal public benefit (as defined in 8 USC § 1611(c)) or any State or local public benefit (as defined in 8 USC § 1621(c)). (Pub. L. 104-208, Title V, Section 508; and 8 USC § 1642(d)).

11.2.4 Federal Funding Accountability and Transparency Act reporting requirement (FFATA) (Pub. L. 109-282).

Pursuant to the FFATA, CSD is required to report information regarding contractors (sub-awardees) receiving LIHEAP funds. Contractor must complete CSD form 279 and return with the Contract to enable CSD to comply with FFATA reporting requirements.

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

CSD may issue guidance and/or Amendment(s) to this Contract, establishing additional reporting requirements as necessary to ensure compliance with the FFATA or other Federal and State regulations, as applicable.

11.2.5 Salary Limitation – Federal Executive Level II. Federal funds for grant programs consistently include a provision as part of the Consolidated Appropriations Act of 2017 (e.g., Pub. L. 115-31, May 5, 2017) from Congress that the amount that "shall be used to pay the salary of an individual, through the grant or other extramural mechanism" including non-federal share, must not exceed the amount of the Federal Executive Level II salary for that calendar year. This amount is published annually by the U.S. Office of Personnel Management and can be found on their website at https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2017/executive-senior-level under the "Rates of Pay for the Executive Schedule" link. This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties of the non-Federal entities organization. This salary limitation also applies to subawards, contracts, and subcontracts under an ACF grant or cooperative agreement.

11.2.5.1 Federal Funds Accountability and Transparency Act (FFATA) Requirements. Awards under these programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" (FFATA). Under this statute, the grant recipient is required to report information regarding executive compensation and all subawards, contracts, and subcontracts in excess of $25,000 through the Federal Subaward Reporting System (https://www.fsrs.gov/) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.

11.2.6 Human Trafficking Provisions. Contractor is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 USC § 7104). The full text of this requirement can be found at https://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons.

11.2.7 Prohibition on Use or Procurement. Pursuant to the "Prohibition on certain telecommunications and video surveillance services or equipment" (2 CFR § 200.216), contractors are prohibited from expending grant funds on "equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)". The full text of this requirement can be found at Electronic Code of Federal Regulations (eCFR).

11.3 Federal Certifications Regarding Debarment, Suspension, and Related Matters

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

Contractor hereby certifies to the best of its knowledge that it or any of its officers, or any subcontractors:

11.3.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

11.3.2 Have not within a three year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

11.3.3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Section 11.3.2 above of this certification; and

11.3.4 Have not within a three-year period preceding this Contract had one or more public (federal, state, or local) transactions terminated for cause or default.

11.3.5 If any of the above conditions are true for the Contractor or any of its officers, Contractor shall describe such condition and include it as an attachment to the Contract. Based on the description, CSD in its discretion may decline to execute this Contract or set further conditions for this Contract. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Contract, and CSD may terminate this Contract for cause immediately pursuant to the termination provisions of State and federal law governing the Low-Income Home Energy Assistance Program.

11.3.6 As provided in this article, Contractor must certify in writing to the best of its knowledge that any subcontractor(s) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

11.3.7 No entity may participate in LIHEAP in any capacity or be a recipient of LIHEAP funds if the organization has been found ineligible for participation in federal assistance programs or activities. (Executive Orders 12549 and 12689, 2 CFR Parts 180 and 376.) All Contractors must obtain a DUNS number, or a Unique Entity Identifier assigned by the System for Award Management (SAM), if they do not already have one. CSD will check the SAM to verify that the Contractor is not debarred, suspended, or ineligible. See 45 CFR §§ 75.342 and 75.352.

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

11.4 Affirmative Action Compliance

11.4.1 Each contractor or subcontractor with 50 or more employees and a contract of $50,000 or more shall be required to develop a written Affirmative Action Compliance Program.

11.4.2 The written program shall follow the Equal Employment Opportunity clause obligations set forth in Title 41 of the Code of Federal Regulations, Subtitle B, Section Part 60-1.40, Part Sections 60-2.10 through 60-2.32, and Part Sections 60-741.1 through 60-741.47.

11.4.3 Each contractor or subcontractor with less than 50 employees shall comply with Executive Order 11246, Part II, Section 202, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

11.5 Nondiscrimination Compliance

11.5.1 Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.

11.5.2 Contractor hereby certifies compliance with the following:

11.5.2.1 Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity;

11.5.2.2 Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §§ 2000d et seq. and 2000e et seq.);

11.5.2.3 The Rehabilitation Act of 1973, as amended (29 USC §§ 701 et seq.);

11.5.2.4 Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 USC § 4211 et seq.; 41 CFR Subtitle B, Part 60-300);

11.5.2.5 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (41 CFR Subtitle B, Chapter 60, as amended); and

11.5.2.6 Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 USC § 12101 et seq.).

11.6 Contractor Fair Hearing - Civil Rights Act Violation

11.6.1 In the event of any violation or alleged violation of Title VI of the Civil Rights Act of

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

1964, as amended, (42 USC § 2000d et seq.) Contractor has the right to request a fair hearing in response to such violation or alleged violation within 30 calendar days from the date of such action.

11.6.2 The State shall conduct such fair hearing in accordance with Title 45, Code of Federal Regulations, Part 81.

11.7 Specific Assurances

11.7.1 Pro-Children Act of 1994

11.7.1.1 In accordance with Title XII of Public Law 103-227, the "PRO-KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State, Territories, local and Tribal governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, subawards, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.

11.7.1.2 The above language must be included in any subawards that contain provisions for children's services and that all subawards shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

11.7.2 American-Made Equipment/Products

Contractor shall assure, pursuant to the Buy American Act of 1933 (41 USC § 8301 et seq.), to the extent practicable, that all equipment and products purchased with funds made available under this Contract shall be American made.

11.7.3 Federal and State Occupational Safety and Health Statutes

Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes: the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Health & Safety Code §§ 25249.5 et seq.); Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program) (63 FR 71225, codified at 40 CFR Parts 266 & 273); and California Workers' Compensation laws (Labor Code §§ 3200 et seq.).

11.7.4 Political Activities

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

11.7.4.1 Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Contract.

11.7.4.2 Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Contract.

11.7.5 Lobbying Activities

11.7.5.1 Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Contract or any other fund, programs, projects, or activities that flow from this Contract.

11.7.5.2 If Contractor engages in lobbying activities, Contractor shall complete, sign and date the CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, as required by the HHS (45 CFR Part 93, Appendix A).

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

ARTICLE 12 - GENERAL TERMS AND CONDITIONS GTC 04/2017

Contractor may find the required California General Terms and Conditions (GTC 04/2017) at the following web address:

https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

Click the "GTC 04/2017" link to download the current requirements.

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

ARTICLE 13 - DEFINITIONS

All terms used in this Contract shall be those as defined in applicable federal and state law (see 42 USC §§ 8621 et seq. and Government Code § 16367.5) and regulation (see 45 CFR Part 96 and 22 CCR § 100800), or as more specifically defined as:

Administrative Costs: Actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, facilities, utilities, office and computer equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program. Includes incurred costs associated with participation and attendance to policy advisory committee meetings and workgroups.

Contract: The complete contents of this contract entered into by and between CSD and Contractor, including all rights, duties, and obligations, whether expressed or implied, required toward the legal performance of the terms hereof.

Amendment: A formal change to the Contract of a material nature including but not limited to the term, scope of work, or name change of one of the Parties, or a change of the maximum amount of this Contract.

Authorized Agent: The duly authorized representative of the Board of Directors of Contractor and duly elected or appointed, qualified, and acting officer of CSD. In the case of Contractor, CSD shall be in receipt of board resolution affirming an agent's representative capacity to bind Contractor to the terms of this Contract.

CSD Program Advisory (CPA): The purpose of the CPA is to provide information, correct problems, contradictions and uncertainty. A CPA serves as short-term guidance to inform or direct immediate action to correct a problem or provide relief from an obligation.

CSD Program Notice (CPN): The purpose of the CPN is to supplement contractual requirements and facilitate program implementation. A CPN serves as long term guidance to summarize or interpret regulations or contract requirements.

Call-Back: A call-back is a visit from Contractor that occurs when a measure fails (either during inspection, or later within the warranty period) and must be corrected by the Contractor. The required warranty periods are defined in CSD's TRM. Warranty corrections and apply to both the LIHEAP and DOE weatherization programs.

California Certified Inspector/Risk Assessor Contractor: An individual who is certified by the State of California, Department of Health Services, as a lead-related construction Inspector/Risk Assessor.

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

California Energy Commission (CEC) Climate Zone: The CEC established 16 climate zones that represent a geographic area and that have a particular weather pattern. These climate zones are based on energy use, temperature, weather, and other factors that determine the types of building standards that are subject to the Title 24 Energy Efficiency Standards and that dictate the energy conservation measures that must be installed in a weatherized dwelling, as required by law.

Certification Date: The date the applicant is deemed eligible and the Contractor commits to provide services. The certification date should not be before the intake date.

Certified Lead-Free: Residential property that has been determined by a California Certified Inspector/Risk Assessor Contractor to be absent from the presence of lead-based paint.

Certified Lead-Safe: Residential property in which lead-painted surfaces are intact and/or have been treated with measures to stabilize and eliminate lead-paint hazards and that, as such, poses no immediate threat to the occupants as determined by a California Certified Inspector/Risk Assessor Contractor.

Certified Translator: A translator that has been certified to translate a specific language and are often members of a professional translation association such as American Translators Association and American Literary Translators Association, etc.

Children: Members of a household who have not attained their 19th birthday.

Client Education/Counseling: Includes, but is not limited to, providing client with written information describing energy-saving behavioral adjustments that will decrease the energy consumption of the household; providing client with resource information, referral, and budget counseling in order to assist clients in achieving self-sufficiency; providing client with mold and lead-safe education and advising client of the benefits of weatherization in their homes.

Client Intake: Includes, but is not limited to, the process of completing an intake form and reviewing applicant documentation in order to verify eligibility.

Client Needs Assessment: The act of acquiring additional and appropriate information from an eligible client to determine the needs that can be served by Contractor and other available programs after eligibility has been established.

Contractor: The entity (partnership, corporation, agency, or association) designated on the face sheet (STD 213) of this Contract.

CORE: Combined Output Reporting Engine (CORE) System: Software used by CSD's Local Service Providers to submit Utility Assistance, Wood, Propane, and Oil transaction records for validation and further processing.

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

Crisis: Weather-related and/or supply-shortage emergencies and other household energy-related emergencies that negatively impact the energy-related economic conditions of low-income households. A crisis can be caused by:

a. Cold or hot weather-related events, such as flood, earthquake, tornado, hurricane, ice storm/freeze; or events meeting such other criteria as the Governor, and/or the President of the United States, at their discretion, and/or their designee, including CSD, may determine to be appropriate; or

b. Geopolitical events, such as wars, terrorism, civil disturbances, and embargoes, including geopolitical events that negatively impact the energy-related economic conditions of low-income households.

CSD: The State of California Department of Community Services and Development.

Database Transfer: A method wherein contractors utilize a local database platform to provide CSD with downloaded client and other program data.

Di Minimis Levels: The amount of lead paint disturbed in a dwelling is comprised of 2 square feet per room of interior surfaces, or 20 square feet of exterior surface, or 10% of a small component, e.g., windowsill, baseboards, and trim. When calculating the di minimis level, the entire surface of the component must be included in the computation. For example, when replacing a 2 x 3 foot window, the de minimis level would be 6 square feet and would exceed the maximum allowance for interior surfaces and the unit would be subject to HUD Regulation.

Diagnostic Testing: Series of testing protocols performed under the weatherization program involving the use of specialized tools to assess: the operating condition of combustion appliances for general safety and carbon monoxide emission levels, and pressurized diagnostic testing procedures to assess the integrity of building envelopes and duct systems for leakage and outside air infiltration. Diagnostic tests shall only be performed by qualified individuals possessing the required skill and training needed to perform diagnostic testing activities.

Direct Services: The portion of the LIHEAP funding to carry out the provisions of LIHEAP services and activities of this Contract, to include: Weatherization, Energy Crisis Intervention Program (ECIP) Services (excluding Utility Assistance), and Wood Propane and Oil (WPO).

DOE:The United States (U.S.) Department of Energy that provides funds for the Weatherization Assistance Program for Low-Income Persons. This program is authorized by Title IV of the Energy Conservation and Production Act (Pub. L. 94-385; 42 USC § 6801). The federal regulations for this program are in 10 CFR Part 440.

Dwelling Assessment: The process used to evaluate the service needs of an eligible dwelling for weatherization services offered under the DOE and LIHEAP weatherization programs. An

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

assessment shall be performed by qualified individuals possessing the required skill and training needed to perform assessment activities.

Dwelling Unit: A house, including a stationary mobile or manufactured home, an apartment, a group of rooms, or a single room occupied as separate living quarters.

EHA-16:A term used to reference Emergency Crisis Intervention Program, Home Energy Assistance Program and Assurance-16 service components.

Elderly:An individual 60 years of age or older.

Electric Base Load Measure: A subcategory of weatherization measures designed specifically to reduce energy consumption in the areas of lighting and electrical appliances. Allowable electric base load measures include compact and torchiere fluorescent lamps, microwave ovens, refrigerator replacements, and electric water heater timers.

Electronic File:A contract or other record created, generated, sent, communicated, received, or stored by electronic means.

Emergency:Meets the federal definition at 42 USC § 8622(1) and shall be defined as being any one or more of the following conditions:

a. A natural disaster (whether or not officially declared);

b. A significant home energy supply shortage or disruption;

c. An official declaration of a significant increase in:

   i. Home energy costs;

   ii. Home energy disconnection;

   iii. Enrollment in public benefit programs; or

   iv. Unemployment and layoffs;

d. An official emergency declaration by the Secretary of Health and Human Services.

   In those situations where there is not an official federal, state, or local declaration of emergency, e.g., an undeclared natural disaster or a significant home energy supply shortage or disruption that affects a low-income individual, an emergency will be deemed to exist by CSD where there is imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

Energy Burden: The expenditures of the household for home energy divided by the income of the household.

Energy Conservation Measures (also known as Weatherization Measures): A wide variety of measures installed in or applied to the dwelling to increase the energy efficiency or to reduce the total energy expenditures of the dwelling.

Environmental Inspection: A visual assessment and sampling which includes asbestos, lead and radon when allowable per the contract. Environmental inspections shall be in accordance with all CSD policies and procedures and in compliance with all Federal and State regulations. Allowable costs include actual labor costs while on the jobsite and testing fees associated with the inspection.

Evaporative Cooler Repairs: Repair or replacement of filter pads, water pumps, belts, motors, or other components that promote efficient operation of the unit.

Final Allocation: The actual amount of funds available to Contractor under this Contract, as calculated pursuant to Title 22, California Code of Regulations, Section 100830 after CSD receives the notice of grant award for the full annual allocation based on the appropriation by Congress for the Federal Fiscal Year, and as publicly announced by CSD's Director or designee, subsequent to the execution of this Contract.

General Heat Waste Measures: A subcategory of weatherization measures designed specifically to improve energy efficiency by reducing general heat and cooling waste within the dwelling. Measures are intended to be relatively low-cost items that are quickly and easily installed with a total measure costs, including labor.

General Operating Costs: Costs that are directly allocable to those costs defined as related facilities, office and computer equipment, office supplies, telephone and travel as allowable program costs.

Hazardous Condition: Any condition posing an immediate health and safety threat to the client and/or persons working in the dwelling unit. Hazardous conditions include but are not limited to: Combustion Appliance Safety (CAS) hazards, appliance-related hazards, and electrical hazards as defined in the CSD TRM.

Heating/Air Conditioning Appliance Repairs/Replacements: The complete unit replacement, adjustments of gas pressure and/or air/fuel mixture, replacement of thermocouples, adjustment of refrigerant charge, filter replacements, or other component repairs or replacements necessary for safe and efficient operation.

Health and Safety Measures: A subcategory of weatherization measures installed to mitigate health and safety hazards generated by combustion appliances and to preserve or improve indoor

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

air quality. These measures include CO alarms, smoke alarms, heating/cooling and water heater repairs and replacements, Environmental Hazard Work weatherization and kitchen cooking appliance repair and replacements.

Highest Home Energy Needs: The home energy requirements of a household determined by taking into account both the energy burden of such household and the unique situation of such household that results from having members of vulnerable populations, including very young children (0-5), individuals with disabilities, and frail, older individuals (60+).

Home Energy Rating System (HERS) Provider, also referred to as HERS Rater: An entity or individual recognized by the California Energy Commission as a HERS Provider and certified in performing the necessary field and diagnostic testing verifications for demonstrating compliance with the 2016 Building Energy Efficiency Standards.

HUD Unit:A housing unit participating in a U.S. Department of Housing and Urban Development (HUD) Assisted Housing Program.

Infiltration Reduction Measures: A subcategory of weatherization measures installed in or applied to dwellings to reduce or stop the uncontrolled flow of conditioned air out of the dwelling or the uncontrolled flow of outside air into conditioned areas in the dwelling. Infiltration reduction is best accomplished with shell leakage technology

Intake Date:The date the Contractor receives or accepts the application.

Interim Allocations: Incremental releases of Continuing Resolution appropriations by CSD to fund LIHEAP Direct Services and Utility Assistance program activity under this Contract.

Interest Income: The interest earned by a Contractor directly generated or earned as a result of unexpended LIHEAP grant funds at the end of a contract term period. The interest earned by a Contractor is income generated as a result of depositing federal funds in an interest-bearing account.

Labor and Material Measures: Those measures where the measure reimbursement is based on the combined total of labor and material and the quantity of the measure itself is not limited to a specific amount per weatherized dwelling.

Labor and Material Single-Quantity Measures: Those weatherization measures where the reimbursement is based on the combined total of labor and material cost and the maximum quantity of the measure is limited to a single item per weatherized dwelling.

Liability Insurance: Insurance coverage to protect against claims alleging one's negligence or inappropriate action resulting in bodily injury or property damage. Related costs shall mean those actual costs allocated for insurance bonds, general liability insurance, and pollution occurrence insurance. Pollution occurrence insurance is optional.

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

Major Vehicle and Field Equipment Costs: Actual costs associated with the purchases of vehicles, office equipment and field equipment $10,000 or greater per unit used for the purpose of delivery of direct services. Pre-approval from CSD is required. Field equipment means diagnostic equipment and related equipment. Purchases must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

Materials:Materials are those allowable items that are installed in or on the dwelling. All materials shall be in conformance with the CSD TRM and 10 CFR Part 440 Appendix A – Standards for Weatherization Materials.

Maximum Amount: The dollar amount reflected on line 3 of the face sheet (STD 213) of this Contract, as amended to reflect the Final Allocation for the term of this Contract.

Migrant Farm Worker: A seasonal farm worker who performs or has performed farm work during the eligibility determination period (any consecutive 12 month period within the 24 month period preceding application for program benefits and/or services) that requires travel such that the worker is unable to return to his/her domicile (permanent place of residence) within the same day. Migrant farm worker is not a term used in the contract but is captured for reporting purposes in CSD's Weatherization Database, EARS and Intake Form (CSD 43).

Minor Vehicle and Field Equipment Costs: Actual costs associated with the purchase of vehicle, office equipment and field equipment under $10,000 per unit used for the purpose of delivery of program services. Purchases must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

Mobile or Manufactured Home: A manufactured home regulated by the California Department of Housing and Community Development (HCD) that is built on a trailer chassis and designed for highway delivery to a permanent location, and it can be a single-, double-, or triple-wide home. To receive weatherization services under a CSD program, a mobile home must be a permanent, full-time residential dwelling, with a floor area of at least 330 square feet.

Modified Dwelling Assessment: The process used to evaluate the limited service needs of an eligible dwelling that has been previously weatherized under the DOE or LIHEAP weatherization programs. The assessment is limited in scope and does not encompass a re-assessment of the entire dwelling unless measures have exceeded their useful life under LIHEAP. Assessments limited to ECIP EHCS work on dwellings not receiving weatherization services are to be included in the cost of the ECIP measure. An assessment shall be performed by qualified individuals possessing the required skill and training needed to perform assessment activities.

Modification: An immaterial change to this Contract that does not require an Amendment.

Definitions

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

Multi-Unit Dwellings (MUD) also known as Multi-Family Buildings (MFB): Defined as residential dwelling structures containing more than one residential unit within a single building, including: duplexes, triplexes, fourplexes, and multi-unit apartments. For purposes of travel reimbursement to Contractors and shell leakage testing, Multi-Unit Dwellings are defined as multi-unit dwellings, e.g., apartments, with five or more attached residential units.

Natural Disaster: A weather event (relating to cold or hot weather), flood, earthquake, tornado, hurricane, or ice storm, or an event meeting such other criteria as the Secretary of Federal Department of Health and Human Service, in the discretion of the Secretary, may determine to be appropriate. For the purpose of the CSD Disaster Relief Plan, emergency services may be provided to low-income individuals and families affected by a natural disaster when the event is declared by a Presidential or Gubernatorial Order as a Federal or State Emergency.

Nonprofit charitable organization: Is defined by the Internal Revenue Code, Section 501(c) (3) (26 USC § 501(c)(3)). Section 501(c) (3) is a tax law provision granting exemption from the federal income tax to nonprofit organizations. 501(c)(3) exemptions may apply to corporations, and any community chest, fund, or foundation, organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, or educational purposes, or to foster national or international amateur sports competition, or for the prevention of cruelty to children or animals.

Outreach and Its Related Costs: Outreach activities are designed to ensure that eligible households, especially households with elderly and/or disabled individuals with high home energy burdens, are made aware of the assistance available. Costs relating to these activities may include: developing outreach materials (flyer/brochure information packets), advertising costs, printing costs, outreach mailers to targeted households, travel to outreach sites and related facilities, site costs, and the referral of eligible households to assistance providers in the community. Intake and assisting with the completion of an intake form are not considered outreach or a related cost.

Parties: CSD on behalf of the State of California, and the Contractor.

Pledge: A guarantee of payment or promise to pay made by the Contractor to the Utility Company via phone, fax, e-mail or webservice and guaranteed by CSD.

Pledge Date: The date in which the Contractor contacts the Utility Company via phone, fax, e-mail or webservice to pledge a payment on behalf of the applicant.

Pledge Timeframe: A set length of time, beginning on the date the Contractor makes the pledge and ends after a fixed number of days.

Program: Weatherization, HEAP, ECIP, and Assurance 16 services provided under 42 USC §§ 8621 et seq., as amended.

Definitions

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

Program Income: Program income means gross income earned by Contractor that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in 45 CFR § 75.307(f). "During the period of performance" is the time between the time in which the CSD may incur new obligation to carry out the work authorized under the award.

Reweatherization: Once a dwelling has been submitted to CSD for reimbursement as a completed unit, any subsequent weatherization services provided to the dwelling shall be considered reweatherization.

Ride-along: A representative of the Contractor who accompanies a designated third-party inspector while performing on-site inspections. CSD requires that, when possible, a ride-along be sufficiently trained to make necessary corrections during inspections, thereby minimizing or eliminating the need for return trips that may inconvenience the client and/or require re-inspection in accordance with the CSD TRM.

Seasonal Farm Worker: A person who during the eligibility determination period (any 12 month period within the 24 month period preceding application for program benefits and/or services) was employed at least 25 days in farm work or earned at least $400 in farm work and who has been primarily employed in farm work on a seasonal basis, without a constant year-round salary. Seasonal farm worker is not a term used in the Contract but is captured for reporting purposes in CSD's Weatherization Database, EARS and Intake Form (CSD 43).

Separate Living Quarters: Living quarters in which the occupant(s) do not live and eat with any other person(s) in the structure and which have either: (1) direct access from the outside of the building or through a common hall; or (2) complete kitchen facilities for the exclusive use of the occupant(s). The occupant(s) may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements.

Single-Family Dwelling: A dwelling structure containing no more than one dwelling unit. For the purposes of travel reimbursement and shell leakage testing, a single-family dwelling is defined as a one-unit, single-family dwelling or a one-unit, single-residential housing dwelling with one to four attached units.

Single Quantity Fixed-Fee Measures: Those weatherization measures with an assigned fixed-fee reimbursement and which limit the maximum quantity of the measure/service to a single item per weatherized dwelling.

State: The State of California Department of Community Services and Development.

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

Subcontractor: An entity (partnership, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Contract.

Subcontract: A separate contract or agreement entered into by and between Contractor and Subcontractor to fulfill direct program or administrative tasks in support of this Contract.

Useful Life: Useful life means the length of time a Weatherization or ECIP HCS measure is expected to be useable.

Utility Assistance Funding: The portion of LIHEAP funding used to provide utility assistance services under ECIP Fast Track and HEAP Electric and Gas. These funds are administered by Contractor but paid to eligible clients – or to utility companies on the client's behalf – by CSD from Contractor's allocated amount of funding.

Vendor: An individual, sole proprietorship, firm, partnership, corporation, or any other business venture from which materials and goods are supplied and purchased.

Vulnerable Populations: Young children (ages 5 years or under), disabled, and elderly persons (ages 60 or older).

Weatherization Training and Its Related Costs: Costs associated with the training of personnel or subcontractors as specified in Article 9.1 of this Contract. Training may also include internal Contractor training, and attendance at weatherization-related training to include system training or other forms of weatherization training sponsored by DOE, CSD, and/or other organizations. Related costs may include salary/wages, materials, fees and travel. Excludes incurred costs associated with participation and attendance at policy advisory committee meetings and workgroups.

Workers' Compensation: Insurance that covers medical and rehabilitation costs and lost wages for employees injured at work. Workers' compensation shall mean those actual costs associated with workers' compensation coverage for program staff whose salaries and wages are chargeable under program costs.

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

SUBVENTION CONTRACT

ARTICLE 14 - TABLE OF FORMS AND DOCUMENTS INCORPORATED BY REFERENCE

The following forms and documents are available on the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

14.1 Forms to be returned with signed contract:

14.1.1 Certification Regarding Lobbying/Disclosure of Lobbying Activities;

14.1.2 Agency Staff and Board Roster (CSD 188);

14.1.3 Federal Funding Accountability and Transparency Act Report (CSD 279);

14.1.4 2023 LIHEAP Production Plan (CSD 622);

14.1.5 Agency Local Plan; and

14.1.6 Public Website Update Form (CSD Form 251).

14.2 The following documents are hereby incorporated by this reference:

14.2.1 2023 LIHEAP Numbers, Contractors, and Service Territories;

14.2.2 Agency Local Plan;

14.2.3 State Administrative Manual Section 5300 at http://sam.dgs.ca.gov/TOC/5300.aspx;

14.2.4 Reimbursement Rates for Weatherization and EHCS Activities;

14.2.5 Statewide Information Management Manual at https://cdt.ca.gov/policy/simm/;

14.2.6 Supplemental Audit Guide;

14.2.7 CSD Weatherization Training Program Requirements Matrix; and

14.2.8 Direct Pay Utility Pledge Timeframe.

14.3 The following CPA's and CPN's are hereby incorporated by reference:

14.3.1 CPA-A-12-01 Program Procedure Guidance with NCB Procurement Worksheet;

14.3.2 CPA-E-18-005 Expenditure Reconciliation Policy and Procedure;

DocuSign Envelope ID: 852A60A0-C38E-4CFD-9D66-3BFD7AA56439

14.3.3 CPN-A-17-01 Equipment Use and Disposition Requirements;

14.3.4 CPN-A-18-01 Program Income;

14.3.5 CPN-E-19-001 Working Capital Advance;

14.3.6 CPN-E-19-002 Energy Reimbursement Policies and Procedures;

14.3.7 CPN-E-20-01 SWEATS Policy;

14.3.8 CPA-E-20-01 COVID-19 Guidance and Program Relief

14.3.8.1 CPA-E-20-01E Guidance and Program Relief for LSPs Impacted by COVID-19

14.3.9 CPA-A-20-02 Administrative Relief from Loss of Operations Due to COVID-19 Crisis

14.3.10 CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy;

14.3.10.1 CPN-E-20-02E PSPS Emergency Preparedness Pilot Policy Errata

14.3.10.2 CPN-E-20-02M PSPS Emergency Preparedness Pilot Policy

14.3.10.3 CPN-E-20-02M2 PSPS Emergency Preparedness Pilot Policy Modification

14.3.10.4 CPN-E-20-02M3 PSPS Emergency Preparedness Pilot Policy

14.3.11. CPN-E-20-03E7 Payment of Wages and Benefits COVID-19 Errata 7

14.3.12 CPN-E-20-05 Transferring Funds

14.3.13 CPA-E-20-09 Raising Procurement Levels

14.3.14 CPA-E-21-01 Technical Reference Manual Transition

14.3.15 CPA-E-21-02 Revised Weatherization Forms Implementation

14.3.15.1 CPA-E-21-02E Revised Weatherization Form Implementation

14.3.16 CPA-E-21-04 WPO Benefit Formula Policy
14.3.16.1 CPA-E-21-04M WPO Benefit Formula Policy Modification

DocuSign Envelope ID: 9ECB12CD-3917-45A5-BEAD-2301C16AC24B

State of California-Health and Human Services Agency
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833
Telephone: (916) 576-7109 | Fax: (916) 263-1406
www.csd.ca.gov

DAVID SCRIBNER
DIRECTOR

GAVIN NEWSOM
GOVERNOR

Dear Executive Director:

The purpose of this letter is to provide funding information for the 2023 Low Income Home Energy Assistance Program (LIHEAP) contract amendment which facilitates the release of remaining 2023 LIHEAP grant funds to local LIHEAP Service Providers (LSPs). The amount of funds released in this amendment is $91,034,453, resulting in a total distribution of $234,636,948 to LSPs for the 2023 program year.

Please Note: LSP allocation determinations for this amendment was established in accordance with the 2022 LIHEAP contract ABC performance allocation methodology outlined below:

- Category A: Agency expended 99 percent by December 31, 2022, as reported no later than January 31, 2023, thus shall receive a full 2023 LIHEAP allocation and a percentage of any redistributed funds not allocated to another agency that fell into Category C.

- Category B: Agency expended 99 percent by February 28, 2023, as reported no later than March 31, 2023, thus shall receive a full 2023 LIHEAP allocation.

- Category C: Agency did not expend at least 99 percent by February 28, 2023, as reported no later than March 31, 2023, thus the Agency's 2023 LIHEAP allocation shall be offset by the remaining 2022 LIHEAP contract balance confirmed via the Agency's December 2022 expenditure period reporting, submitted to CSD no later than January 31, 2023. If the department was to implement the A-B-C methodology in its pure form, some category C agencies would have had to return funds to CSD. Because of this, CSD looked at historical category C reduction averages, and set a cap on reductions at 20%.

It is through our collective collaboration, and commitment, that gives us the ability to effectively and efficiently administer these critical services designed to strengthen the economic security of vulnerable Californians.

Sincerely,

DAVID SCRIBNER, ESQ.
Director

Attachments

DocuSign Envelope ID: 9ECB12CD-3917-45A5-BEAD-2301C16AC24B

2023 LIHEAP A1 Contract Checklist Effective April 15, 2023

General Comments and Requirements:

Please contact your assigned Field Operations Representative immediately for assistance if this Agreement requires corrections. Agencies are required to utilize DocuSign to sign this Agreement. Please fill out and submit CSD 489 (DocuSign Contact Update Form) if you have not yet initialized DocuSign® with the California Department of Community Services and Development (CSD).

Contract Packet:

The following completed documents/forms must be returned to CSD in the Agreement packet within 30 days (45 days for public agencies). Please use the checkboxes below to indicate the documents/forms are included:

- ☐ Contract Face Sheet (STD 213) signed by individual authorized on Board Resolution
- ☐ Insurance or Self-Insurance. Please attach current evidence of insurance if not already on file with CSD
- ☐ Board resolution. (Not applicable if a general board resolution has already been submitted and is not specific to the program, program year, or contract number, and does not contain any changes.)

Programmatic Contract Requirements (as applicable):

- ☐ LIHEAP Production Plan (CSD 622)
- ☐ CSD 143 Working Capital Advance (located under forms tab on the Local Agencies Portal). Submit the form to EARS.Reports@CSD.CA.GOV?

Please return completed contract packets within 30 days (45 days for public agencies) to:

All forms are located on the Local Agencies Portal at https://agencies.csd.ca.gov.

DocuSign Envelope ID: 9ECB12CD-3917-45A5-BEAD-2301C16AC24B

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT - AMENDMENT

STD. 213A (Rev. 10/2019) CSD Rev (12/2019)

AGREEMENT NUMBER	AMENDMENT NUMBER	PURCHASING AUTHORITY NUMBER (if applicable)
23B-5021	1	

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

STATE AGENCY NAME
Department of Community Services and Development

CONTRACTOR NAME
County of Mariposa

2. The term of this Agreement is : November 1, 2022 through June 30, 2024

3. The maximum amount of this Agreement is: Total $560,000.00

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

i. The maximum amount of this Agreement payable to Contractor by the State has changed from $525,000.00 to $560,000.00, reflecting an increase of $35,000.00

All other terms and conditions shall remain the same.

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

CONTRACTOR

CONTRACTOR NAME *(If other than an individual, state whether a corporation, partnership, etc.)*
County of Mariposa

CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP
P.O. Box 99, Mariposa, CA 95338

PRINTED NAME OF PERSON SIGNING	TITLE
Miles S Menetrey	Mariposa County Board Chair

CONTRACTOR AUTHORIZED SIGNATURE: DocuSigned by: Miles S Menetrey B43EC70C19BE446...

DATE SIGNED: 8/24/2023

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Community Services and Development

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2389 Gateway Oaks Drive, Suite 100	**Sacramento**	**CA**	**95833**

PRINTED NAME OF PERSON SIGNING	TITLE
Chris Vail	**Chief Financial Officer**

CONTRACTING AGENCY AUTHORIZED SIGNATURE: DocuSigned by: 7538DB7C3224437...

DATE SIGNED: 8/26/2023

CALIFORNIA Department of General Services Use Only

I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval.

DS SP

☐ Exempt per _____

DocuSigned by: Steven Dahlem F6A416F06B394BF...

Approved by county counsel.

DocuSign Envelope ID: 9ECB12CD-3917-45A5-BEAD-2301C16AC24B

ALLOCATION SPREADSHEET

State of California
Department of Community Services and Development
Total 2023 LIHEAP Contract
Facesheet

		Direct Services								
		Weatherization			Administration/Assurance 16/ECIP/HEAP				Utility Assistance	
	County/Service Territory	Contract Number	Initial WX Program	Delayed WX Program	WX Program Subtotal	Allowable Admin	Allowable A16	ECIP/HEAP Program	Admin/A16/ ECIP/HEAP Subtotal	ECIP FT/HEAP G&E Program Subtotal	Total Contract Allocation
1	Alameda County - Spectrum Community Services, Inc.	23B-5001	1,239,079	832,910	2,071,989	416,455	416,455	2,198,208	3,031,118	2,797,719	7,900,826
2	Amador/Tuolumne Service Territory - Amador-Tuolumne CAA										
	Amador County		53,785	36,155	89,940	18,077	18,077	82,407	118,561	134,454	342,955
	Calaveras County		79,568	53,486	133,054	26,743	26,743	150,783	204,269	170,031	507,354
	Tuolumne County		150,398	101,098	251,496	50,549	50,549	266,816	367,914	339,585	958,995
	Service Territory Total	23B-5002	283,751	190,739	474,490	95,369	95,369	500,006	690,744	644,070	1,809,304
3	Butte County - CAA of Butte County, Inc.	23B-5003	687,690	462,266	1,149,956	231,133	231,133	1,642,284	2,104,550	1,130,461	4,384,967
4	Colusa Service Territory - Glenn County Community Action Department										
	Colusa County		32,481	21,833	54,314	10,917	10,917	41,907	63,741	89,053	207,108
	Glenn County		46,149	31,021	77,170	15,511	15,511	65,124	96,146	120,944	294,260
	Trinity County		34,288	23,048	57,336	11,524	11,524	110,598	133,646	27,650	218,632
	Service Territory Total	23B-5004	112,918	75,902	188,820	37,952	37,952	217,629	293,533	237,647	720,000
5	Contra Costa Co. - Contra Costa Employment & Human Services Dept/CSB	23B-5005	742,840	499,338	1,242,178	249,669	249,669	599,021	1,098,359	2,396,086	4,736,623
6	Del Norte County - Del Norte Senior Center, Inc.	23B-5006	170,945	114,909	285,854	57,455	57,455	385,977	500,887	303,268	1,090,009
7	El Dorado Service Territory - El Dorado Co. Health & Human Services Agency										
	Alpine County		5,439	3,656	9,095	1,828	1,828	12,937	16,593	8,990	34,678
	El Dorado County		386,009	259,476	645,485	129,738	129,738	918,262	1,177,738	638,114	2,461,337
	Service Territory Total	23B-5007	391,448	263,132	654,580	131,566	131,566	931,199	1,194,331	647,104	2,496,015
8	Fresno County - Fresno County Economic Opportunities Commission	23B-5008	1,600,770	1,076,039	2,676,809	538,019	538,019	968,138	2,044,176	5,486,115	10,207,100
9	Humboldt Service Territory - Redwood CAA										
	Humboldt County		377,864	254,000	631,864	127,000	127,000	639,885	893,885	883,651	2,409,400
	Modoc Co. (WEATHERIZATION/ASSURANCE 16)		83,880	56,384	140,264	8,589	14,096	0	22,685	0	162,949
	Service Territory Total	23B-5009	461,744	310,384	772,128	135,589	141,096	639,885	916,570	883,651	2,572,349
10	Imperial Service Territory - Campesinos Unidos, Inc.										
	Imperial County		159,177	106,999	266,176	53,499	53,499	166,867	273,865	474,929	1,014,970
	San Diego County - Area A		872,075	586,210	1,458,285	293,105	293,105	738,398	1,324,608	2,777,781	5,560,674
	Service Territory Total	23B-5010	1,031,252	693,209	1,724,461	346,604	346,604	905,265	1,598,473	3,252,710	6,575,644
11	Inyo Service Territory - Inyo Mono Advocates for Community Action, Inc.										
	Inyo County		38,912	26,157	65,069	13,078	13,078	114,531	140,687	42,361	248,117
	Mono County		48,912	32,879	81,791	16,439	16,439	173,548	206,426	23,666	311,883
	Service Territory Total	23B-5011	87,824	59,036	146,860	29,517	29,517	288,079	347,113	66,027	560,000
12	Kern County - Community Action Partnership of Kern	23B-5012	1,554,559	1,044,976	2,599,535	522,488	522,488	1,441,625	2,486,601	4,826,309	9,912,445
13	Kings County - Kings Community Action Organization, Inc.	23B-5013	302,585	203,398	505,983	101,699	101,699	439,204	642,602	780,806	1,929,391
14	Lake Service Territory - North Coast Energy Services, Inc.										
	Lake County		297,232	199,799	497,031	99,900	99,900	387,229	587,029	811,198	1,895,258
	Mendocino County		358,893	241,248	600,141	120,624	120,624	520,935	762,183	926,108	2,288,432
	Napa County		148,988	100,150	249,138	50,075	50,075	222,263	322,413	378,449	950,000
	Solano County		391,471	263,147	654,618	131,574	131,574	236,760	499,908	1,341,639	2,496,165
	Sonoma County		626,252	420,967	1,047,219	210,483	210,483	984,760	1,405,726	1,540,266	3,993,211
	Yolo County		312,663	210,172	522,835	105,086	105,086	403,406	613,578	857,239	1,993,652
	Service Territory Total	23B-5014	2,135,499	1,435,483	3,570,982	717,742	717,742	2,755,353	4,190,837	5,854,899	13,616,718
15	Lassen County - Lassen Economic Development Corporation	23B-5015	105,663	71,026	176,689	35,513	35,513	349,344	420,370	76,685	673,744
	Los Angeles County										
16	Area A - Maravilla Foundation	23B-5016	3,254,694	2,187,803	5,442,497	1,093,902	1,093,902	4,855,451	7,043,255	8,267,390	20,753,142
17	Area B - Pacific Asian Consortium in Employment	23B-5017	1,988,478	1,336,656	3,325,134	668,328	668,328	1,603,496	2,940,152	6,413,986	12,679,272
18	Area C - Long Beach Community Action Partnership	23B-5018	2,007,213	1,349,250	3,356,463	674,625	674,625	1,294,883	2,644,133	6,798,136	12,798,732
19	Madera County - Community Action Partnership of Madera County, Inc.	23B-5019	327,552	220,181	547,733	110,090	110,090	277,343	497,523	1,043,337	2,088,593
20	Marin County - Community Action Marin (NON WEATHERIZATION/ASSURANCE 16)	23B-5020	0	0	0	36,745	36,745	149,667	223,157	473,945	697,102
21	Mariposa County - Mariposa County Human Services Department	23B-5021	87,824	59,036	146,860	29,518	29,518	212,462	271,498	141,642	560,000

ALLOCATION SPREADSHEET

State of California
Department of Community Services and Development
Total 2023 LIHEAP Contract
Facesheet

	County/Service Territory	Contract Number	Direct Services: Weatherization: Initial WX Program	Direct Services: Weatherization: Delayed WX Program	Direct Services: Weatherization: WX Program Subtotal	Direct Services: Administration/Assurance 16/ECIP/HEAP: Allowable Admin	Direct Services: Administration/Assurance 16/ECIP/HEAP: Allowable A16	Direct Services: Administration/Assurance 16/ECIP/HEAP: ECIP/HEAP Program	Direct Services: Administration/Assurance 16/ECIP/HEAP: Admin/A16/ ECIP/HEAP Subtotal	Utility Assistance: ECIP FT/HEAP G&E Program Subtotal	Total Contract Allocation
22	Merced County - Merced County CAA	23B-5022	613,984	412,720	1,026,704	206,360	206,360	519,868	932,588	1,955,695	3,914,987
23	Modoc - T.E.A.C.H. Inc. (NON WEATHERIZATION/ASSURANCE 16)	23B-5023	0	0	0	19,603	14,096	189,393	223,092	148,808	371,900
24	Orange County - Community Action Partnership of Orange County	23B-5024	1,633,466	1,098,017	2,731,483	549,009	549,009	2,370,990	3,469,008	4,215,094	10,415,585
25	Placer Service Territory - Project GO, Inc.										
	Nevada County		322,674	216,902	539,576	108,451	108,451	845,657	1,062,559	455,353	2,057,488
	Placer County		380,158	255,542	635,700	127,771	127,771	597,785	853,327	934,998	2,424,025
	Service Territory Total	23B-5025	702,832	472,444	1,175,276	236,222	236,222	1,443,442	1,915,886	1,390,351	4,481,513
26	Plumas Service Territory - Plumas Co. Community Development Commission										
	Plumas County		77,043	51,788	128,831	25,894	25,894	251,614	303,402	59,021	491,254
	Sierra County		13,936	9,368	23,304	4,684	4,684	43,827	53,195	12,361	88,860
	Service Territory Total	23B-5026	90,979	61,156	152,135	30,578	30,578	295,441	356,597	71,382	580,114
27	Riverside County - Community Action Partnership of Riverside County	23B-5027	2,561,486	1,721,832	4,283,318	860,916	860,916	2,272,122	3,993,954	8,055,707	16,332,979
28	Sacramento Service Territory - Community Resource Project, Inc.										
	Sacramento County		1,940,483	1,304,394	3,244,877	652,197	652,197	2,738,388	4,042,782	5,085,577	12,373,236
	Sutter County		171,677	115,402	287,079	57,701	57,701	242,269	357,671	449,928	1,094,678
	Yuba County		189,577	127,434	317,011	63,717	63,717	313,390	440,824	450,976	1,208,811
	Service Territory Total	23B-5028	2,301,737	1,547,230	3,848,967	773,615	773,615	3,294,047	4,841,277	5,986,481	14,676,725
29	San Benito Co. - HHSA, Comm. Svcs. & Wkfs. Dev. (NON WEATHERIZATION/A16)	23B-5029	0	0	0	20,865	20,865	60,198	101,928	293,906	395,834
30	San Bernardino County - Community Action Partnership of San Bernardino Co.	23B-5030	2,085,769	1,402,055	3,487,824	701,028	701,028	2,607,024	4,009,080	5,802,730	13,299,634
31	San Diego County - Area B - Metropolitan Area Advisory Committee	23B-5031	628,004	422,145	1,050,149	211,072	211,072	1,240,725	1,662,869	1,291,366	4,004,384
32	San Joaquin Co. - San Joaquin Co. Dept. of Aging & Community Services	23B-5032	765,761	514,745	1,280,506	257,372	257,372	463,128	977,872	2,624,395	4,882,773
33	San Luis Obispo Co. - Community Action Partnership of San Luis Obispo Co., Inc.	23B-5033	260,430	175,062	435,492	87,531	87,531	514,523	689,585	535,524	1,660,601
34	Santa Barbara Co. - Community Action Commission of Santa Barbara County	23B-5034	339,029	227,895	566,924	113,948	113,948	956,868	1,184,764	410,086	2,161,774
35	Santa Clara Co. - Sacred Heart Community Service (NON WEATHERIZATION/A16)	23B-5035	0	0	0	290,490	290,490	986,016	1,566,996	3,944,063	5,511,059
36	Santa Cruz Service Territory - Central Coast Energy Services, Inc.										
	Monterey County		539,686	362,778	902,464	181,389	181,389	456,960	819,738	1,719,038	3,441,240
	San Francisco County		484,981	326,004	810,985	163,002	163,002	312,868	638,872	1,642,559	3,092,416
	San Mateo County		417,825	280,862	698,687	140,431	140,431	320,085	600,947	1,364,571	2,664,205
	Santa Cruz County		322,819	216,999	539,818	108,500	108,500	273,336	490,336	1,028,262	2,058,416
	Marin County (WEATHERIZATION/ASSURANCE 16)		154,667	103,967	258,634	15,239	15,239	0	30,478	0	289,112
	San Benito County (WEATHERIZATION/ASSURANCE 16)		87,824	59,036	146,860	8,653	8,653	0	17,306	0	164,166
	Santa Clara County (WEATHERIZATION/ASSURANCE 16/EHCS)		1,247,702	838,706	2,086,408	128,863	128,863	100,614	358,340	0	2,444,748
	Service Territory Total	23B-5036	3,255,504	2,188,352	5,443,856	746,077	746,077	1,463,863	2,956,017	5,754,430	14,154,303
37	Shasta/Tehama Service Territory - Self-Help Home Improvement Project, Inc.										
	Shasta County		399,990	268,874	668,864	134,437	134,437	854,757	1,123,631	757,992	2,550,487
	Tehama County		170,034	114,297	284,331	57,148	57,148	363,353	477,649	322,219	1,084,199
	Service Territory Total	23B-5037	570,024	383,171	953,195	191,585	191,585	1,218,110	1,601,280	1,080,211	3,634,686
38	Siskiyou County - Great Northern Services	23B-5038	310,846	208,951	519,797	104,475	104,475	664,259	873,209	589,060	1,982,066
39	Stanislaus County - Central Valley Opportunity Center, Incorporated	23B-5039	702,138	471,978	1,174,116	235,989	235,989	509,580	981,558	2,321,420	4,477,094
40	Tulare County - Community Services & Employment Training, Inc.	23B-5040	921,984	619,758	1,541,742	309,879	309,879	1,115,223	1,734,981	2,602,187	5,878,910
41	Ventura County - Community Action of Ventura County, Inc.	23B-5041	424,638	285,442	710,080	142,721	142,721	496,516	781,958	1,215,608	2,707,646
42	Association of California Community and Energy Services (ACCES)	22B-4042	0	0	0	0	0	45,405	45,405	0	45,405
	TOTALS		36,742,939	24,698,626	61,441,565	12,349,313	12,349,313	45,381,260	70,079,886	102,810,497	234,331,948

DocuSign Envelope ID: 9ECB12CD-3917-45A5-BEAD-2301C16AC24B

ALLOCATION SPREADSHEET

State of California
Department of Community Services and Development
Total 2023 LIHEAP Contract
Facesheet

County/Service Territory	Initial WX Intake 8%	Initial WX Outreach 5%	Initial WX Training 5%	Approved Waiver: Total WX Intake 8%	Approved Waiver: Total WX Outreach 5%	Approved Waiver: Total WX Training 5%	ECIP/HEAP Intake 8%	ECIP/HEAP Outreach 5%	ECIP/HEAP Training 2%
1 Alameda County - Spectrum Community Services, Inc.	99,126	61,954	61,954	165,759	103,599	103,599	399,674	249,796	99,919
2 Amador/Tuolumne Service Territory - Amador-Tuolumne CAA									
Amador County	4,303	2,689	2,689	7,195	4,497	4,497	17,349	10,843	4,337
Calaveras County	6,365	3,978	3,978	10,644	6,653	6,653	25,665	16,041	6,416
Tuolumne County	12,032	7,520	7,520	20,120	12,575	12,575	48,512	30,320	12,128
Service Territory Total	22,700	14,187	14,187	37,959	23,725	23,725	91,526	57,204	22,881
3 Butte County - CAA of Butte County, Inc.	55,015	34,385	34,385	91,996	57,498	57,498	221,820	138,637	55,455
4 Colusa Service Territory - Glenn County Community Action Department									
Colusa County	2,598	1,624	1,624	4,345	2,716	2,716	10,477	6,548	2,619
Glenn County	3,692	2,307	2,307	6,174	3,859	3,859	14,885	9,303	3,721
Trinity County	2,743	1,714	1,714	4,587	2,867	2,867	11,060	6,912	2,765
Service Territory Total	9,033	5,645	5,645	15,106	9,442	9,442	36,422	22,763	9,105
5 Contra Costa Co. - Contra Costa Employment & Human Services Dept/CSB	59,427	37,142	37,142	99,374	62,109	62,109	239,609	149,755	59,902
6 Del Norte County - Del Norte Senior Center, Inc.	13,676	8,547	8,547	22,868	14,293	14,293	55,140	34,462	13,785
7 El Dorado Service Territory - El Dorado Co. Health & Human Services Agency									
Alpine County	435	272	272	728	455	455	1,754	1,096	439
El Dorado County	30,881	19,300	19,300	51,639	32,274	32,274	124,510	77,819	31,128
Service Territory Total	31,316	19,572	19,572	52,367	32,729	32,729	126,264	78,915	31,567
8 Fresno County - Fresno County Economic Opportunities Commission	128,062	80,039	80,039	214,145	133,840	133,840	516,340	322,713	129,085
9 Humboldt Service Territory - Redwood CAA									
Humboldt County	30,229	18,893	18,893	50,549	31,593	31,593	121,883	76,177	30,471
Modoc Co. (WEATHERIZATION/ASSURANCE 16)	6,710	4,194	4,194	11,221	7,013	7,013	0	0	0
Service Territory Total	36,939	23,087	23,087	61,770	38,606	38,606	121,883	76,177	30,471
10 Imperial Service Territory - Campesinos Unidos, Inc.									
Imperial County	12,734	7,959	7,959	21,294	13,309	13,309	51,344	32,090	12,836
San Diego County - Area A	69,766	43,604	43,604	116,663	72,914	72,914	281,294	175,809	70,324
Service Territory Total	82,500	51,563	51,563	137,957	86,223	86,223	332,638	207,899	83,160
11 Inyo Service Territory - Inyo Mono Advocates for Community Action, Inc.									
Inyo County	3,113	1,946	1,946	5,206	3,253	3,253	12,551	7,845	3,138
Mono County	3,913	2,446	2,446	6,543	4,090	4,090	15,777	9,861	3,944
Service Territory Total	7,026	4,392	4,392	11,749	7,343	7,343	28,328	17,706	7,082
12 Kern County - Community Action Partnership of Kern	124,365	77,728	77,728	207,963	129,977	129,977	501,435	313,397	125,359
13 Kings County - Kings Community Action Organization, Inc.	24,207	15,129	15,129	40,479	25,299	25,299	97,601	61,001	24,400
14 Lake Service Territory - North Coast Energy Services, Inc.									
Lake County	23,779	14,862	14,862	39,762	24,852	24,852	95,874	59,921	23,969
Mendocino County	28,711	17,945	17,945	48,011	30,007	30,007	115,763	72,352	28,941
Napa County	11,919	7,449	7,449	19,931	12,457	12,457	48,057	30,036	12,014
Solano County	31,318	19,574	19,574	52,369	32,731	32,731	126,272	78,920	31,568
Sonoma County	50,100	31,313	31,313	83,778	52,361	52,361	202,002	126,251	50,501
Yolo County	25,013	15,633	15,633	41,827	26,142	26,142	100,852	63,032	25,213
Service Territory Total	170,840	106,776	106,776	285,678	178,550	178,550	688,820	430,512	172,206
15 Lassen County - Lassen Economic Development Corporation	8,453	5,283	5,283	14,135	8,834	8,834	34,082	21,301	8,521
Los Angeles County									
16 Area A - Maravilla Foundation	260,376	162,735	162,735	435,400	272,125	272,125	1,049,827	656,142	262,457
17 Area B - Pacific Asian Consortium in Employment	159,078	99,424	99,424	266,011	166,257	166,257	641,399	400,874	160,350
18 Area C - Long Beach Community Action Partnership	160,577	100,361	100,361	268,517	167,823	167,823	647,442	404,651	161,860
19 Madera County - Community Action Partnership of Madera County, Inc.	26,204	16,378	16,378	43,819	27,387	27,387	105,654	66,034	26,414
20 Marin County - Community Action Marin (NON WEATHERIZATION/ASSURANCE 16)	0	0	0	0	0	0	49,889	31,181	12,472
21 Mariposa County - Mariposa County Human Services Department	7,026	4,391	4,391	11,749	7,343	7,343	28,328	17,705	7,082

DocuSign Envelope ID: 9ECB12CD-3917-45A5-BEAD-2301C16AC24B

ALLOCATION SPREADSHEET

State of California
Department of Community Services and Development
Total 2023 LIHEAP Contract
Facesheet

County/Service Territory	Initial WX Intake 8%	Initial WX Outreach 5%	Initial WX Training 5%	Approved Waiver Total WX Intake 8%	Approved Waiver Total WX Outreach 5%	Approved Waiver Total WX Training 5%	ECIP/HEAP Intake 8%	ECIP/HEAP Outreach 5%	ECIP/HEAP Training 2%
22 Merced County - Merced County CAA	49,119	30,699	30,699	82,136	51,335	51,335	198,045	123,778	49,511
23 Modoc - T.E.A.C.H. Inc. (NON WEATHERIZATION/ASSURANCE 16)	0	0	0	0	0	0	27,056	16,910	6,764
24 Orange County - Community Action Partnership of Orange County	130,677	81,673	81,673	218,519	136,574	136,574	526,887	329,304	131,722
25 Placer Service Territory - Project GO, Inc.									
Nevada County	25,814	16,134	16,134	43,166	26,979	26,979	104,081	65,051	26,020
Placer County	30,413	19,008	19,008	50,856	31,785	31,785	122,623	76,639	30,656
Service Territory Total	56,227	35,142	35,142	94,022	58,764	58,764	226,704	141,690	56,676
26 Plumas Service Territory - Plumas Co. Community Development Commission									
Plumas County	6,163	3,852	3,852	10,306	6,442	6,442	24,851	15,532	6,213
Sierra County	1,115	697	697	1,864	1,165	1,165	4,495	2,809	1,124
Service Territory Total	7,278	4,549	4,549	12,170	7,607	7,607	29,346	18,341	7,337
27 Riverside County - Community Action Partnership of Riverside County	204,919	128,074	128,074	342,665	214,166	214,166	826,226	516,391	206,557
28 Sacramento Service Territory - Community Resource Project, Inc.									
Sacramento County	155,239	97,024	97,024	259,590	162,244	162,244	625,917	391,198	156,479
Sutter County	13,734	8,584	8,584	22,966	14,354	14,354	55,376	34,610	13,844
Yuba County	15,166	9,479	9,479	25,361	15,851	15,851	61,149	38,218	15,287
Service Territory Total	184,139	115,087	115,087	307,917	192,449	192,449	742,442	464,026	185,610
29 San Benito Co. - HHSA, Comm. Svcs. & Wkfs. Dev. (NON WEATHERIZATION/A16)	0	0	0	0	0	0	28,328	17,705	7,082
30 San Bernardino County - Community Action Partnership of San Bernardino Co.	166,862	104,288	104,288	279,026	174,391	174,391	672,780	420,488	168,195
31 San Diego County - Area B - Metropolitan Area Advisory Committee	50,240	31,400	31,400	84,012	52,507	52,507	202,567	126,605	50,642
32 San Joaquin Co. - San Joaquin Co. Dept. of Aging & Community Services	61,261	38,288	38,288	102,440	64,025	64,025	247,002	154,376	61,750
33 San Luis Obispo Co. - Community Action Partnership of San Luis Obispo Co., Inc.	20,834	13,022	13,022	34,839	21,775	21,775	84,004	52,502	21,001
34 Santa Barbara Co. - Community Action Commission of Santa Barbara County	27,122	16,951	16,951	45,354	28,346	28,346	109,356	68,348	27,339
35 Santa Clara Co. - Sacred Heart Community Service (NON WEATHERIZATION/A16)	0	0	0	0	0	0	394,406	246,504	98,602
36 Santa Cruz Service Territory - Central Coast Energy Services, Inc.									
Monterey County	43,175	26,984	26,984	72,197	45,123	45,123	174,080	108,800	43,520
San Francisco County	38,798	24,249	24,249	64,879	40,549	40,549	156,434	97,771	39,109
San Mateo County	33,426	20,891	20,891	55,895	34,934	34,934	134,772	84,233	33,693
Santa Cruz County	25,826	16,141	16,141	43,185	26,991	26,991	104,128	65,080	26,032
Marin County (WEATHERIZATION/ASSURANCE 16)	12,373	7,733	7,733	20,691	12,932	12,932	0	0	0
San Benito County (WEATHERIZATION/ASSURANCE 16)	7,026	4,391	4,391	11,749	7,343	7,343	0	0	0
Santa Clara County (WEATHERIZATION/ASSURANCE 16/EHCS)	99,816	62,385	62,385	166,913	104,320	104,320	8,049	5,031	2,012
Service Territory Total	260,440	162,774	162,774	435,509	272,192	272,192	577,463	360,915	144,366
37 Shasta/Tehama Service Territory - Self-Help Home Improvement Project, Inc.									
Shasta County	31,999	20,000	20,000	53,509	33,443	33,443	129,020	80,637	32,255
Tehama County	13,603	8,502	8,502	22,746	14,217	14,217	54,846	34,279	13,711
Service Territory Total	45,602	28,502	28,502	76,255	47,660	47,660	183,866	114,916	45,966
38 Siskiyou County - Great Northern Services	24,868	15,542	15,542	41,584	25,990	25,990	100,266	62,666	25,066
39 Stanislaus County - Central Valley Opportunity Center, Incorporated	56,171	35,107	35,107	93,929	58,706	58,706	226,480	141,550	56,620
40 Tulare County - Community Services & Employment Training, Inc.	73,759	46,099	46,099	123,339	77,087	77,087	297,393	185,871	74,348
41 Ventura County - Community Action of Ventura County, Inc.	33,971	21,232	21,232	56,806	35,504	35,504	136,970	85,606	34,242
42 Association of California Community and Energy Services (ACCES)									
TOTALS	2,939,435	1,837,147	1,837,147	4,915,323	3,072,080	3,072,080	11,851,708	7,407,317	2,962,929

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

State of California-Health and Human Services Agency
DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT
2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833
Telephone: (916) 576-7109 | Fax: (916) 263-1406
www.csd.ca.gov

DAVID SCRIBNER
DIRECTOR

GAVIN NEWSOM
GOVERNOR

Dear Executive Director:

The purpose of this letter is to provide funding information for the 2023 Low Income Home Energy Assistance Program (LIHEAP) contract. The Department of Community Services and Development (CSD) expects to receive the initial LIHEAP grant award in October 2022 from the United States Department of Health and Human Services (HHS). Receipt of the grant award is contingent upon HHS's approval of California's LIHEAP State Plan. CSD will inform the network when funding is available and when Departmental systems are ready to input applications.

Note that CSD will not process any claims for 2023 LIHEAP contract reimbursement or issue any 2023 program year LIHEAP utility assistance benefits until your contract is fully executed. To avoid gaps in LIHEAP service delivery, Local Service Providers are encouraged to continue assistance delivery under all available open LIHEAP contracts while the 2023 LIHEAP contract is fully executed. Contact your field representative if you need assistance moving funds within the components of any open LIHEAP contracts.

CSD received four comments on the 2023 LIHEAP draft contract. In response to the comments received, CSD modified the 2023 LIHEAP contract to:

- Update links to documents incorporated by reference;
- Remove reference to the Memorandum for Understanding for Information Technology security requirements; and
- Remove the maximum average weatherization investment per unit cap.

As a reminder, the Wood, Propane, and Oil (WPO) Benefit Formula Policy is incorporated into the 2023 LIHEAP contract as outlined in CPA-E-21-04 and CPA-E-21-04M.

It is through the continued collaboration and commitment between CSD and your agency to those we are tasked to serve that permits us all to effectively and efficiently administer these critical programs and services – programs and services designed to strengthen the economic security of vulnerable Californians.

Sincerely,

DAVID SCRIBNER, ESQ.
Director

Attachments

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT STD. 213 (Rev 03/2019) CSD (Rev 07/2019)	AGREEMENT NUMBER 23B-5021	PURCHASING AUTHORITY NUMBER (if applicable)

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

CONTRACTING AGENCY NAME
Department of Community Services and Development

CONTRACTOR NAME
Mariposa County Human Services Department

2. The term of this Agreement is: November 1, 2022 through June 30, 2024

3. The maximum amount of this Agreement is: Total $525,000.00

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

Preamble*
Article 1 - Scope of Work*
Article 2 - Contract Administration and Procedure*
Article 3 - Contract Changes*
Article 4 - Administrative Policies and Procedures*; Article 5 - Administrative and Program Expenditures Re
Article 6 - Reporting Policies and Procedures*; Article 7 - Program Policies and Procedures*;
Article 8 - Program Implementation*; Article 9 - Training, Licensing and Certifications*;
Article 10 - Compliance Policies and Procedures*; Article 11 - Federal and State Policy Provisions*;
Article 12 - General Terms and Conditions GTC 04/2017* ; Article 13 - Definitions*;
Article 14 - Table of Forms and Documents Incorporated by Reference*

Items shown with an Asterisk (*) are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be accessed at https://agencies.csd.ca.gov/.

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

CONTRACTOR				**California Department of General Services Approval (or exemption, if applicable)**
CONTRACTOR NAME *(If other than an individual, state whether a corporation, partnership, etc.)* **Mariposa County Human Services Department**				
CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP P.O. Box 99, Mariposa, CA 95338				
PRINTED NAME OF PERSON SIGNING Miles S Menetrey		TITLE Mariposa County Board Chair		
CONTRACTOR AUTHORIZED SIGNATURE DocuSigned by: Miles S Menetrey 841E070C49E446...		DATE SIGNED 2/28/2023		**I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval.**
STATE OF CALIFORNIA				
CONTRACTING AGENCY NAME **Department of Community Services and Development**				DS
CONTRACTING AGENCY ADDRESS **2389 Gateway Oaks Drive, Suite 100**	CITY **Sacramento**	STATE **CA**	ZIP **95833**	
PRINTED NAME OF PERSON SIGNING **Chris Vail**	TITLE **Chief Financial Officer**			Steven W. Dahlem
CONTRACTING AGENCY AUTHORIZED SIGNATURE DocuSigned by: 5738D524A1A146B...		DATE SIGNED 3/16/2023		DocuSigned by: Steven W. Dahlem F6A41F6F06B394BF...

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

2023 LIHEAP Contract Checklist

General Comments and Requirements:

Please contact your assigned Field Operations Representative immediately for assistance if this Agreement requires corrections. Agencies are required to utilize DocuSign to sign this Agreement. Please fill out and submit CSD 489 (DocuSign Contact Update Form) if you have not yet initialized DocuSign® with the California Department of Community Services and Development (CSD).

Contract Packet:

The following completed documents/forms must be returned to CSD in the Agreement packet within 30 days (45 days for public agencies). Please use the checkboxes below to indicate the documents/forms are included:

- ☐ Contract Face Sheet (STD 213) signed by individual authorized on Board Resolution
- ☐ Federal Funding Accountability and Transparency Act (FFATA) Form
- ☐ Lobbying Form
- ☐ Insurance or Self-Insurance. Please attach current evidence of insurance if not already on file with CSD
- ☐ Board resolution. (Not applicable if a general board resolution has already been submitted and is not specific to the program, program year, or contract number, and does not contain any changes.)

Programmatic Contract Requirements (as applicable):

- ☐ LIHEAP Production Plan (CSD 622)
- ☐ CSD 188 Agency Staff and Board Roster form (located under forms tab on the Local Agencies Portal). N/A If a general Board Roster was submitted and no changes have occurred.
- ☐ CSD 251 Public Website Update (CSD 251 located under forms tab on the Local Agencies Portal).
- ☐ CSD 143 Working Capital Advance (located under forms tab on the Local Agencies Portal). Submit the form to EARS.Reports@CSD.CA.GOV?

  Please note: The 2023 Agency Local Plan is due no later than 30 days after contract execution.

Please return completed contract packets within 30 days (45 days for public agencies) to:

All forms are located on the Local Agencies Portal at https://agencies.csd.ca.gov.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

ALLOCATION SPREADSHEET

State of California
Department of Community Services and Development
Total 2023 LIHEAP Contract
Facesheet

County/Service Territory	Contract Number	Direct Services: Weatherization: Initial WX Program	Direct Services: Weatherization: Delayed WX Program	Direct Services: Weatherization: WX Program Subtotal	Direct Services: Administration/Assurance 16/ECIP/HEAP: Allowable Admin	Direct Services: Administration/Assurance 16/ECIP/HEAP: Allowable A16	Direct Services: Administration/Assurance 16/ECIP/HEAP: ECIP/HEAP Program	Direct Services: Administration/Assurance 16/ECIP/HEAP: Admin/A16/ ECIP/HEAP Subtotal	Utility Assistance: ECIP FT/HEAP G&E Program Subtotal	Total Contract Allocation
1 Alameda County - Spectrum Community Services, Inc.	23B-5001	615,689	414,645	1,030,334	207,322	207,322	1,094,250	1,508,894	1,392,682	3,931,910
2 Amador/Tuolumne Service Territory - Amador-Tuolumne CAA										
Amador County		35,865	24,154	60,019	12,077	12,077	55,050	79,204	89,819	229,042
Calaveras County		53,058	35,732	88,790	17,866	17,866	100,728	136,460	113,586	338,836
Tuolumne County		100,289	67,541	167,830	33,770	33,770	178,241	245,781	226,853	640,464
Service Territory Total	23B-5002	189,212	127,427	316,639	63,713	63,713	334,019	461,445	430,258	1,208,342
3 Butte County - CAA of Butte County, Inc.	23B-5003	341,708	230,128	571,836	115,064	115,064	897,163	1,127,291	483,087	2,182,214
4 Colusa Service Territory - Glenn County Community Action Department										
Colusa County		30,404	20,476	50,880	10,238	10,238	39,298	59,774	83,509	194,163
Glenn County		43,198	29,092	72,290	14,546	14,546	61,070	90,162	113,417	275,869
Trinity County		32,095	21,615	53,710	10,808	10,808	103,714	125,330	25,928	204,968
Service Territory Total	23B-5004	105,697	71,183	176,880	35,592	35,592	204,082	275,266	222,854	675,000
5 Contra Costa Co. - Contra Costa Employment & Human Services Dept/CSB	23B-5005	527,274	355,101	882,375	177,550	177,550	425,961	781,061	1,703,842	3,367,278
6 Del Norte County - Del Norte Senior Center, Inc.	23B-5006	103,930	69,993	173,923	34,997	34,997	235,090	305,084	184,713	663,720
7 El Dorado Service Territory - El Dorado Co. Health & Human Services Agency										
Alpine County		4,133	2,783	6,916	1,392	1,392	9,849	12,633	6,845	26,394
El Dorado County		293,355	197,564	490,919	98,782	98,782	699,114	896,678	485,825	1,873,422
Service Territory Total	23B-5007	297,488	200,347	497,835	100,174	100,174	708,963	909,311	492,670	1,899,816
8 Fresno County - Fresno County Economic Opportunities Commission	23B-5008	1,216,535	819,293	2,035,828	409,647	409,646	737,087	1,556,380	4,176,824	7,769,032
9 Humboldt Service Territory - Redwood CAA										
Humboldt County		256,351	172,643	428,994	86,322	86,322	434,898	607,542	600,573	1,637,109
Modoc Co. (WEATHERIZATION/ASSURANCE 16)		70,464	47,455	117,919	7,224	11,864	0	19,088	0	137,007
Service Territory Total	23B-5009	326,815	220,098	546,913	93,546	98,186	434,898	626,630	600,573	1,774,116
10 Imperial Service Territory - Campesinos Unidos, Inc.										
Imperial County		120,969	81,469	202,438	40,734	40,734	127,044	208,512	361,585	772,535
San Diego County - Area A		662,750	446,339	1,109,089	223,169	223,169	562,175	1,008,513	2,114,850	4,232,452
Service Territory Total	23B-5010	783,719	527,808	1,311,527	263,903	263,903	689,219	1,217,025	2,476,435	5,004,987
11 Inyo Service Territory - Inyo Mono Advocates for Community Action, Inc.										
Inyo County		36,424	24,530	60,954	12,265	12,265	107,402	131,932	39,724	232,610
Mono County		45,785	30,834	76,619	15,417	15,417	162,745	193,579	22,192	292,390
Service Territory Total	23B-5011	82,209	55,364	137,573	27,682	27,682	270,147	325,511	61,916	525,000
12 Kern County - Community Action Partnership of Kern	23B-5012	1,109,164	746,983	1,856,147	373,491	373,491	1,030,449	1,777,431	3,449,762	7,083,340
13 Kings County - Kings Community Action Organization, Inc.	23B-5013	150,352	101,257	251,609	50,628	50,628	218,632	319,888	388,680	960,177
14 Lake Service Territory - North Coast Energy Services, Inc.										
Lake County		147,692	99,465	247,157	49,733	49,733	292,318	391,784	304,249	943,190
Mendocino County		178,331	120,100	298,431	60,050	60,050	259,317	379,417	461,009	1,138,857
Napa County		74,031	49,857	123,888	24,929	24,929	110,641	160,499	188,388	472,775
Solano County		194,519	131,002	325,521	65,501	65,501	117,857	248,859	667,856	1,242,236
Sonoma County		311,179	209,568	520,747	104,784	104,784	490,206	699,774	766,732	1,987,253
Yolo County		155,360	104,629	259,989	52,315	52,315	200,812	305,442	426,726	992,157
Service Territory Total	23B-5014	1,061,112	714,621	1,775,733	357,312	357,312	1,471,151	2,185,775	2,814,960	6,776,468
15 Lassen County - Lassen Economic Development Corporation	23B-5015	82,209	55,365	137,574	27,682	27,682	272,291	327,655	59,771	525,000
Los Angeles County										
16 Area A - Maravilla Foundation	23B-5016	1,978,769	1,332,631	3,311,400	666,315	666,316	2,957,337	4,289,968	5,035,466	12,636,834
17 Area B - Pacific Asian Consortium in Employment	23B-5017	1,398,785	942,032	2,340,817	471,016	471,016	1,130,014	2,072,046	4,520,055	8,932,918
18 Area C - Long Beach Community Action Partnership	23B-5018	1,220,335	821,852	2,042,187	410,926	410,926	788,682	1,610,534	4,140,580	7,793,301
19 Madera County - Community Action Partnership of Madera County, Inc.	23B-5019	162,758	109,612	272,370	54,806	54,806	138,059	247,671	519,364	1,039,405
20 Marin County - Community Action Marin (NON WEATHERIZATION/ASSURANCE 16)	23B-5020	0	0	0	25,555	25,555	104,052	155,162	329,499	484,661
21 Mariposa County - Mariposa County Human Services Department	23B-5021	82,209	55,365	137,574	27,682	27,682	199,237	254,601	132,825	525,000

ALLOCATION SPREADSHEET

State of California
Department of Community Services and Development
Total 2023 LIHEAP Contract
Facesheet

	County/Service Territory	Contract Number	Direct Services: Weatherization: Initial WX Program	Direct Services: Weatherization: Delayed WX Program	Direct Services: Weatherization: WX Program Subtotal	Direct Services: Administration/Assurance 16/ECIP/HEAP: Allowable Admin	Direct Services: Administration/Assurance 16/ECIP/HEAP: Allowable A16	Direct Services: Administration/Assurance 16/ECIP/HEAP: ECIP/HEAP Program	Direct Services: Administration/Assurance 16/ECIP/HEAP: Admin/A16/ ECIP/HEAP Subtotal	Utility Assistance: ECIP FT/HEAP G&E Program Subtotal	Total Contract Allocation
22	Merced County - Merced County CAA	23B-5022	305,084	205,463	510,547	102,732	102,732	258,786	464,250	973,528	1,948,325
23	Modoc - T.E.A.C.H. Inc. (NON WEATHERIZATION/ASSURANCE 16)	23B-5023	0	0	0	16,504	11,864	159,390	187,758	125,235	312,993
24	Orange County - Community Action Partnership of Orange County	23B-5024	811,656	546,622	1,358,278	273,311	273,311	1,180,260	1,726,882	2,098,239	5,183,399
25	Placer Service Territory - Project GO, Inc.										
	Nevada County		196,178	132,119	328,297	66,059	66,059	515,069	647,187	277,345	1,252,829
	Placer County		231,126	155,655	386,781	77,828	77,828	364,097	519,753	569,484	1,476,018
	Service Territory Total	23B-5025	427,304	287,774	715,078	143,887	143,887	879,166	1,166,940	846,829	2,728,847
26	Plumas Service Territory - Plumas Co. Community Development Commission										
	Plumas County		71,537	48,178	119,715	24,089	24,089	234,057	282,235	54,902	456,852
	Sierra County		10,671	7,187	17,858	3,593	3,593	33,621	40,807	9,483	68,148
	Service Territory Total	23B-5026	82,208	55,365	137,573	27,682	27,682	267,678	323,042	64,385	525,000
27	Riverside County - Community Action Partnership of Riverside County	23B-5027	1,272,782	857,174	2,129,956	428,587	428,587	1,131,044	1,988,218	4,010,065	8,128,239
28	Sacramento Service Territory - Community Resource Project, Inc.										
	Sacramento County		964,210	649,362	1,613,572	324,681	324,681	1,363,147	2,012,509	2,531,559	6,157,640
	Sutter County		85,305	57,450	142,755	28,725	28,725	120,600	178,050	223,970	544,775
	Yuba County		94,199	63,440	157,639	31,720	31,720	156,003	219,443	224,492	601,574
	Service Territory Total	23B-5028	1,143,714	770,252	1,913,966	385,126	385,126	1,639,750	2,410,002	2,980,021	7,303,989
29	San Benito Co. - HHSA, Comm. Svcs. & Wkfs. Dev. (NON WEATHERIZATION/A16)	23B-5029	0	0	0	19,573	19,573	56,451	95,597	275,611	371,208
30	San Bernardino County - Community Action Partnership of San Bernardino Co.	23B-5030	1,268,095	854,017	2,122,112	427,009	427,008	1,587,875	2,441,892	3,534,302	8,098,306
31	San Diego County - Area B - Metropolitan Area Advisory Committee	23B-5031	312,050	210,155	522,205	105,077	105,077	617,623	827,777	642,832	1,992,814
32	San Joaquin Co. - San Joaquin Co. Dept. of Aging & Community Services	23B-5032	581,954	391,925	973,879	195,963	195,963	352,600	744,526	1,998,069	3,716,474
33	San Luis Obispo Co. - Community Action Partnership of San Luis Obispo Co., Inc.	23B-5033	158,335	106,633	264,968	53,317	53,317	313,383	420,017	326,175	1,011,160
34	Santa Barbara Co. - Community Action Commission of Santa Barbara County	23B-5034	257,651	173,519	431,170	86,759	86,759	728,507	902,025	312,217	1,645,412
35	Santa Clara Co. - Sacred Heart Community Service (NON WEATHERIZATION/A16)	23B-5035	0	0	0	144,658	144,658	490,831	780,147	1,963,322	2,743,469
36	Santa Cruz Service Territory - Central Coast Energy Services, Inc.										
	Monterey County		328,116	220,974	549,090	110,487	110,487	278,323	499,297	1,047,025	2,095,412
	San Francisco County		294,856	198,575	493,431	99,288	99,288	190,560	389,136	1,000,442	1,883,009
	San Mateo County		254,027	171,078	425,105	85,539	85,539	194,956	366,034	831,128	1,622,267
	Santa Cruz County		196,266	132,178	328,444	66,089	66,089	166,482	298,660	626,291	1,253,395
	Marin County (WEATHERIZATION/ASSURANCE 16)		107,334	72,286	179,620	10,588	10,588	0	21,176	0	200,796
	San Benito County (WEATHERIZATION/ASSURANCE 16)		82,209	55,365	137,574	8,109	8,109	0	16,218	0	153,792
	Santa Clara County (WEATHERIZATION/ASSURANCE 16/EHCS)		619,973	417,530	1,037,503	64,107	64,107	50,085	178,299	0	1,215,802
	Service Territory Total	23B-5036	1,882,781	1,267,986	3,150,767	444,207	444,207	880,406	1,768,820	3,504,886	8,424,473
37	Shasta/Tehama Service Territory - Self-Help Home Improvement Project, Inc.										
	Shasta County		263,352	177,358	440,710	88,679	88,679	563,788	741,146	499,962	1,681,818
	Tehama County		111,950	75,394	187,344	37,697	37,697	239,663	315,057	212,532	714,933
	Service Territory Total	23B-5037	375,302	252,752	628,054	126,376	126,376	803,451	1,056,203	712,494	2,396,751
38	Siskiyou County - Great Northern Services	23B-5038	188,986	127,276	316,262	63,638	63,638	404,584	531,860	358,782	1,206,904
39	Stanislaus County - Central Valley Opportunity Center, Incorporated	23B-5039	506,027	340,791	846,818	170,396	170,396	367,916	708,708	1,676,061	3,231,587
40	Tulare County - Community Services & Employment Training, Inc.	23B-5040	700,679	471,882	1,172,561	235,941	235,941	849,069	1,320,951	1,981,162	4,474,674
41	Ventura County - Community Action of Ventura County, Inc.	23B-5041	322,711	217,335	540,046	108,667	108,667	378,020	595,354	925,498	2,060,898
42	Association of California Community and Energy Services (ACCES)	22B-4042	0	0	0	0	0	34,054	34,054	0	34,054
	TOTALS		22,433,288	15,108,026	37,541,314	7,554,013	7,554,012	27,721,627	42,829,652	62,926,529	143,297,495

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

ALLOCATION SPREADSHEET

State of California
Department of Community Services and Development
Total 2023 LIHEAP Contract
Facesheet

County/Service Territory	Initial WX Intake 8%	Initial WX Outreach 5%	Initial WX Training 5%	Approved Waiver: Total WX Intake 8%	Approved Waiver: Total WX Outreach 5%	Approved Waiver: Total WX Training 5%	ECIP/HEAP Intake 8%	ECIP/HEAP Outreach 5%	ECIP/HEAP Training 2%
1 Alameda County - Spectrum Community Services, Inc.	49,255	30,784	30,784	82,427	51,517	51,517	198,955	124,347	49,739
2 Amador/Tuolumne Service Territory - Amador-Tuolumne CAA									
Amador County	2,869	1,793	1,793	4,802	3,001	3,001	11,590	7,243	2,897
Calaveras County	4,245	2,653	2,653	7,103	4,440	4,440	17,145	10,716	4,286
Tuolumne County	8,023	5,014	5,014	13,426	8,392	8,392	32,408	20,255	8,102
Service Territory Total	15,137	9,460	9,460	25,331	15,833	15,833	61,143	38,214	15,285
3 Butte County - CAA of Butte County, Inc.	27,337	17,085	17,085	45,747	28,592	28,592	110,420	69,013	27,605
4 Colusa Service Territory - Glenn County Community Action Department									
Colusa County	2,432	1,520	1,520	4,070	2,544	2,544	9,825	6,140	2,456
Glenn County	3,456	2,160	2,160	5,783	3,615	3,615	13,959	8,724	3,490
Trinity County	2,568	1,605	1,605	4,297	2,686	2,686	10,371	6,482	2,593
Service Territory Total	8,456	5,285	5,285	14,150	8,845	8,845	34,155	21,346	8,539
5 Contra Costa Co. - Contra Costa Employment & Human Services Dept/CSB	42,182	26,364	26,364	70,590	44,119	44,119	170,384	106,490	42,596
6 Del Norte County - Del Norte Senior Center, Inc.	8,314	5,197	5,197	13,914	8,696	8,696	33,584	20,990	8,396
7 El Dorado Service Territory - El Dorado Co. Health & Human Services Agency									
Alpine County	331	207	207	553	346	346	1,336	835	334
El Dorado County	23,468	14,668	14,668	39,274	24,546	24,546	94,795	59,247	23,699
Service Territory Total	23,799	14,875	14,875	39,827	24,892	24,892	96,131	60,082	24,033
8 Fresno County - Fresno County Economic Opportunities Commission	97,323	60,827	60,827	162,866	101,791	101,791	393,113	245,696	98,278
9 Humboldt Service Territory - Redwood CAA									
Humboldt County	20,508	12,818	12,818	34,320	21,450	21,450	82,838	51,774	20,709
Modoc Co. (WEATHERIZATION/ASSURANCE 16)	5,637	3,523	3,523	9,434	5,896	5,896	0	0	0
Service Territory Total	26,145	16,341	16,341	43,754	27,346	27,346	82,838	51,774	20,709
10 Imperial Service Territory - Campesinos Unidos, Inc.									
Imperial County	9,678	6,048	6,048	16,195	10,122	10,122	39,090	24,431	9,773
San Diego County - Area A	53,020	33,138	33,138	88,727	55,454	55,454	214,162	133,851	53,541
Service Territory Total	62,698	39,186	39,186	104,922	65,576	65,576	253,252	158,282	63,314
11 Inyo Service Territory - Inyo Mono Advocates for Community Action, Inc.									
Inyo County	2,914	1,821	1,821	4,876	3,048	3,048	11,770	7,356	2,943
Mono County	3,663	2,289	2,289	6,130	3,831	3,831	14,795	9,247	3,699
Service Territory Total	6,577	4,110	4,110	11,006	6,879	6,879	26,565	16,603	6,642
12 Kern County - Community Action Partnership of Kern	88,733	55,458	55,458	148,492	92,807	92,807	358,417	224,011	89,604
13 Kings County - Kings Community Action Organization, Inc.	12,028	7,518	7,518	20,129	12,580	12,580	48,585	30,366	12,146
14 Lake Service Territory - North Coast Energy Services, Inc.									
Lake County	11,815	7,385	7,385	19,773	12,358	12,358	47,725	29,828	11,931
Mendocino County	14,266	8,917	8,917	23,874	14,922	14,922	57,626	36,016	14,407
Napa County	5,922	3,702	3,702	9,911	6,194	6,194	23,922	14,951	5,981
Solano County	15,562	9,726	9,726	26,042	16,276	16,276	62,857	39,286	15,714
Sonoma County	24,894	15,559	15,559	41,660	26,037	26,037	100,555	62,847	25,139
Yolo County	12,429	7,768	7,768	20,799	12,999	12,999	50,203	31,377	12,551
Service Territory Total	84,888	53,057	53,057	142,059	88,786	88,786	342,888	214,305	85,723
15 Lassen County - Lassen Economic Development Corporation	6,577	4,110	4,110	11,006	6,879	6,879	26,565	16,603	6,641
Los Angeles County									
16 Area A - Maravilla Foundation	158,302	98,938	98,938	264,912	165,570	165,570	639,424	399,640	159,856
17 Area B - Pacific Asian Consortium in Employment	111,903	69,939	69,939	187,265	117,041	117,041	452,006	282,503	113,001
18 Area C - Long Beach Community Action Partnership	97,627	61,017	61,017	163,375	102,109	102,109	394,341	246,463	98,585
19 Madera County - Community Action Partnership of Madera County, Inc.	13,021	8,138	8,138	21,790	13,619	13,619	52,594	32,871	13,148
20 Marin County - Community Action Marin (NON WEATHERIZATION/ASSURANCE 16)	0	0	0	0	0	0	34,684	21,678	8,671
21 Mariposa County - Mariposa County Human Services Department	6,577	4,110	4,110	11,006	6,879	6,879	26,565	16,603	6,641

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

ALLOCATION SPREADSHEET

State of California
Department of Community Services and Development
Total 2023 LIHEAP Contract
Facesheet

	County/Service Territory	Initial WX Intake 8%	Initial WX Outreach 5%	Initial WX Training 5%	Approved Waiver Total WX Intake 8%	Approved Waiver Total WX Outreach 5%	Approved Waiver Total WX Training 5%	ECIP/HEAP Intake 8%	ECIP/HEAP Outreach 5%	ECIP/HEAP Training 2%
22	Merced County - Merced County CAA	24,407	15,254	15,254	40,844	25,527	25,527	98,585	61,616	24,646
23	Modoc - T.E.A.C.H. Inc. (NON WEATHERIZATION/ASSURANCE 16)	0	0	0	0	0	0	22,770	14,231	5,693
24	Orange County - Community Action Partnership of Orange County	64,932	40,583	40,583	108,662	67,914	67,914	262,280	163,925	65,570
25	Placer Service Territory - Project GO, Inc.									
	Nevada County	15,694	9,809	9,809	26,264	16,415	16,415	63,393	39,621	15,848
	Placer County	18,490	11,556	11,556	30,942	19,339	19,339	74,686	46,679	18,672
	Service Territory Total	34,184	21,365	21,365	57,206	35,754	35,754	138,079	86,300	34,520
26	Plumas Service Territory - Plumas Co. Community Development Commission									
	Plumas County	5,723	3,577	3,577	9,577	5,986	5,986	23,117	14,448	5,779
	Sierra County	854	534	534	1,429	893	893	3,448	2,155	862
	Service Territory Total	6,577	4,111	4,111	11,006	6,879	6,879	26,565	16,603	6,641
27	Riverside County - Community Action Partnership of Riverside County	101,823	63,639	63,639	170,396	106,498	106,498	411,289	257,055	102,822
28	Sacramento Service Territory - Community Resource Project, Inc.									
	Sacramento County	77,137	48,211	48,211	129,086	80,679	80,679	311,576	194,735	77,894
	Sutter County	6,824	4,265	4,265	11,420	7,138	7,138	27,566	17,229	6,891
	Yuba County	7,536	4,710	4,710	12,611	7,882	7,882	30,440	19,025	7,610
	Service Territory Total	91,497	57,186	57,186	153,117	95,699	95,699	369,582	230,989	92,395
29	San Benito Co. - HHSA, Comm. Svcs. & Wkfs. Dev. (NON WEATHERIZATION/A16)	0	0	0	0	0	0	26,565	16,603	6,641
30	San Bernardino County - Community Action Partnership of San Bernardino Co.	101,448	63,405	63,405	169,769	106,106	106,106	409,774	256,109	102,444
31	San Diego County - Area B - Metropolitan Area Advisory Committee	24,964	15,603	15,603	41,776	26,110	26,110	100,836	63,023	25,209
32	San Joaquin Co. - San Joaquin Co. Dept. of Aging & Community Services	46,556	29,098	29,098	77,910	48,694	48,694	188,054	117,533	47,013
33	San Luis Obispo Co. - Community Action Partnership of San Luis Obispo Co., Inc.	12,667	7,917	7,917	21,197	13,248	13,248	51,165	31,978	12,791
34	Santa Barbara Co. - Community Action Commission of Santa Barbara County	20,612	12,883	12,883	34,494	21,559	21,559	83,258	52,036	20,814
35	Santa Clara Co. - Sacred Heart Community Service (NON WEATHERIZATION/A16)	0	0	0	0	0	0	196,332	122,708	49,083
36	Santa Cruz Service Territory - Central Coast Energy Services, Inc.									
	Monterey County	26,249	16,406	16,406	43,927	27,455	27,455	106,028	66,267	26,507
	San Francisco County	23,588	14,743	14,743	39,474	24,672	24,672	95,280	59,550	23,820
	San Mateo County	20,322	12,701	12,701	34,008	21,255	21,255	82,087	51,304	20,522
	Santa Cruz County	15,701	9,813	9,813	26,276	16,422	16,422	63,422	39,639	15,855
	Marin County (WEATHERIZATION/ASSURANCE 16)	8,587	5,367	5,367	14,370	8,981	8,981	0	0	0
	San Benito County (WEATHERIZATION/ASSURANCE 16)	6,577	4,110	4,110	11,006	6,879	6,879	0	0	0
	Santa Clara County (WEATHERIZATION/ASSURANCE 16/EHCS)	49,598	30,999	30,999	83,000	51,875	51,875	4,007	2,504	1,002
	Service Territory Total	150,622	94,139	94,139	252,061	157,539	157,539	350,824	219,264	87,706
37	Shasta/Tehama Service Territory - Self-Help Home Improvement Project, Inc.									
	Shasta County	21,068	13,168	13,168	35,257	22,036	22,036	85,100	53,188	21,275
	Tehama County	8,956	5,598	5,598	14,988	9,367	9,367	36,176	22,610	9,044
	Service Territory Total	30,024	18,766	18,766	50,245	31,403	31,403	121,276	75,798	30,319
38	Siskiyou County - Great Northern Services	15,119	9,449	9,449	25,301	15,813	15,813	61,069	38,168	15,267
39	Stanislaus County - Central Valley Opportunity Center, Incorporated	40,482	25,301	25,301	67,745	42,341	42,341	163,518	102,199	40,880
40	Tulare County - Community Services & Employment Training, Inc.	56,054	35,034	35,034	93,805	58,628	58,628	226,418	141,512	56,605
41	Ventura County - Community Action of Ventura County, Inc.	25,817	16,136	16,136	43,204	27,002	27,002	104,281	65,176	26,070
42	Association of California Community and Energy Services (ACCES)									
	TOTALS	1,794,664	1,121,668	1,121,668	3,003,306	1,877,070	1,877,070	7,249,129	4,530,706	1,812,281

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

CERTIFICATION REGARDING LOBBYING

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FAMILY SUPPORT ADMINISTRATION

PROGRAM: **Low-Income Home Energy Assistance (LIHEAP)**

PERIOD: **November 1, 2022 through June 30, 2024**

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Miles Menetrey	DocuSigned by: Miles S Menetrey B43EC70C19BE446...
Title	**Signature**
Mariposa County Board Chair	2/28/2023
Agency/Organization	**Date**

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

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

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change For Material Change Only: year _____ quarter date of Last report

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known:* Congressional District, *if known:*	Congressional District, *if known:*
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, *If applicable:*
8. Federal Action Number, *if known:*	9. Award Amount, *if known:* $
10. a. Name address of Lobbying Entity *(if individual, last name, first, name, MI):*	b. Individuals Performing Services *(including address if different from No. 10a) (last name, first name, MI):*

(attach Continuation Sheet(s) SF-LLL-A, *if necessary*)

11. Amount of Payment *(check all that apply)*:	13. Type of Payment *(check all that apply)*:
$ _____ ☐ actual ☐ planned	☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify:
12. Form of Payment *(check all that apply)*: ☐ a. cash ☐ b. in-kind; specify: nature value	

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s), contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, *if necessary*)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16	
Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1353. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty for not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____

Federal Use Only:	Authorized for Local Reproductions Standard Form – LLL

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

DISCLOSURE OF LOBBYING ACTIVITIES

CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ **Page** _____ **of**

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. **Identity the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.**

2. **Identify the status of the covered Federal action.**

3. **Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.**

4. **Enter the full name, address, city, state and ZIP Code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.**

5. **If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known**

6. **Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.**

7. **Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.**

8. **Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."**

9. **For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.**

10. **(a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.**

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

11. **Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.**

12. **Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.**

13. **Check the appropriate box(es). Check all boxes that apply. If other, specify nature.**

14. **Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.**

15. **Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.**

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

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budgets. Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

Department of Community Services and Development
CSD 279 (Rev. 4/2022)

Community Services and Development
Federal Funding Accountability and Transparency Act Report Form

Return with the Contract

As of October 1, 2010, CSD is required to comply with sub-award reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA). CSD must file the FFATA sub- award report by the end of the month following the month in which CSD awards funds greater than or equal to $25,000 to any agency/service provider. In accordance with terms of the CSD agreement, agencies are required to provide the information requested in this form on or beforethe above due date. Failure to timely submit the completed form may result in "high-risk" designation and/or imposition of additional special terms and conditions on the agency's eligibility for CSD funds.

Please e-mail completed report form to the program e-mail address listed below:

Department of Energy Weatherization Assistance Program: Wx@csd.ca.gov

Community Services Block Grant: csbg.div@csd.ca.gov

Low Income Home Energy Assistance Program: Wx@csd.ca.gov

AGENCY/SUB-AWARDEE INFORMATION

Agency Name	County of Mariposa	
Program Type **(Check One)**	☐**CSBG** ☐**LIHEAP** ☐**DOE WAP** ☐**OTHER** LIHEAP	
Contract Number	23B-5021	
Performance Period(s) (mm/dd/yy - mm/dd/yy)	11/01/22 - 6/30/24	
Agency Unique Entity ID (SAM.gov) **NEW**	71859607	
Agency Primary Contact Information *(person responsible for completing thisform)*	Name:	Lori Norman
	Title:	Senior Administrative Analyst
	E-Mail:	lnorman@mariposacounty.org
	Phone:	209-742-0851
Location of Agency	Mailing Address:	P.O. Box 99, Mariposa
	State:	California
	Zip + 4 Digits (+4 digit is required)	95338-0099
	U.S. Congressional District:	4th District
	State Assembly District:	District 5
	State Senate District:	District 8

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

Department of Community Services and Development
CSD 279 (Rev. 4/2022)

Place of Performance *(where program funds are primarily spent, if different from agency location above)*	Mailing Address:	5362 Lemee Lane, Mariposa
	State:	California
	Zip + 4 Digits (+4 digit is required)	95338
	U.S. Congressional District:	4th District
	State Assembly District:	District 5
	State Senate District:	District 8

Agency (Sub-Awardee) Executive Compensation Reporting	Is more than 80% of your agency's annual gross revenue from the Federal government? (If YES, continue to the next question. **If NO, you are now finished completing this form.)**	☐ Yes	☒ No NO
	Does your agency's total annual federal funding exceed $25 million? (If YES, continue to the next question. **If NO, you are now finished completing this form.)**	☐ Yes	☐ No
	Is your agency one of the entities described below? ▪ A tax-exempt nonprofit entity required to file an annual Form 990 return with the Internal Revenue Service (IRS). ▪ A publicly owned corporation required to file annual reports with the Securities and Exchange Commission (SEC).	☐ Yes	☐ No
	(If NO, please list the names and compensation of your agency's top five highest compensated employees in the spaces below. If YES, you are now finished completing this form.)		

Five Highest Compensated Executives/Employees	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

Description of Information Requested

Place of Performance

Address represents where the prime recipient is performing the majority of work funded. If the award fundsmultiple projects in different locations, then an address such as a city hall or county seat may be the most appropriate if it represent where the majority of funds are being used.

Agency/Sub-Awardee Executive Compensation Reporting

Sub-awardees must report the total compensation and names of the top five executives in the organization if:

a) More than 80% of the annual gross revenues are from the Federal government, and those revenues aregreater than $25 million annually; and

b) Compensation information is not readily available through reporting to the to the IRS on a Form 990 (section6104 of the Internal Revenue Code of 1986), or through reporting to Securities and Exchange Commission (SEC).SEC reporting is required for publicly owned/traded corporations.

Exemptions: Refer to 2 CFR
Part 170 for exemption criteria. http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-part170.pdf

Additional Resources

Unique Entity ID (UEI Number)	
On April 4, 2022, the D-U-N-S® Number will be removed and the Unique Entity ID (SAM) will be the authoritative identifier. This ID is used within SAM.gov and other government award and financial systems to identify a unique entity. The transition to the Unique Entity ID (SAM) is a federal governmentwide initiative.	https://sam.gov/content/home https://gsa.gov/entityid
Zip Code + 4 Digit Zip	
Use the United States Postal Service website to identify your +4 digit zip	https://tools.usps.com/go/ZipLookupAction!input.action
Congressional District	
Use the following sites to identify your congressional district	
U.S. Congressional District	http://www.house.gov/representatives/find/
State Assembly and Senate District	http://findyourrep.legislature.ca.gov/
Reporting Requirement Regulations	
The Federal Funding Accountability and Transparency Act of 2006	http://www.gpo.gov/fdsys/pkg/PLAW-109publ282/html/PLAW-109publ282.htm
FFATA Subaward Reporting System (FSRS) website	https://www.fsrs.gov/

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

Conflict of Interest / Non-Disclosure Statement

CSD Consultants and Vendors

I certify that I have no personal or financial interest based on present or past employment that is incompatible with my participation in any activity related to the planning or procurement process for the Department of Community Services and Development (CSD). I further certify that neither my spouse nor dependent child(ren) have a personal or financial interest based on present or past employment or activity that is incompatible with my participation in any activity related to the planning, procurement, or project process for CSD. For the duration of my involvement in the project or performance pursuant to a CSD contract, I agree not to accept any gift, benefit, gratuity, or consideration, or begin a personal or financial relationship with any party who is bidding or in association with a bid on the project. I certify that I can give my full, fair, and impartial consideration to this project.

I further certify that I will hold the strictest confidence and will not copy, disclose or give access to any person, who has not signed a copy of the Conflict of Interest/Non-Disclosure Statement, any information or data concerning the planning, design, development, processes, procedures, correspondence, working papers or any other information, in any form, that is made available to, or is accessible by me as part of my participation in the project. I fully understand that any disclosure of project information may be a basis for civil or criminal penalties and/or disciplinary action, including termination of the contract or dismissal.

I understand that if my service ends before the end of the project, I must continue to keep confidential all project information which has been made available to me as part of my duties and participation with the project. I agree to follow any instruction provided by CSD relating to the confidentiality of the project information.

WHEREAS the parties hereto desire to engage in discussions related to, and may enter into, one or more business transactions (the “Subject Matter”).

WHEREAS it is contemplated that such discussions and any business transactions entered into in connection therewith will require the disclosure by CSD to Contractor of confidential information (as hereinafter defined).

WHEREAS, both parties recognize the value of the confidential information and agree it is in their mutual interests to maintain the confidential, proprietary, and secret nature of the confidential information.

NOW, THEREFORE, in consideration of the above premises, and in further consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. CONFIDENTIAL INFORMATION

Confidential information shall include, but not be limited to documents, records, information and data (whether in verbal, electronic or written form), drawings, models, apparatus, sketches, designs, schedules, product plans, marketing plans, technical procedures, manufacturing

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

processes, analyses, compilations, studies, software, prototypes, samples, formulas, methodologies, formulations, patent applications, know-how, experimental results, specifications and other business information, relating to CSD's business, assets, operations or contracts, furnished to Contractor and/or Contractor's affiliates, employees, officers, owners, agents, consultants or representatives hereinafter referred to collectively as "Contractor", in the course of their work contemplated in this Conflict of Interest/Non-Disclosure Statement, regardless of whether such confidential information has been expressly designated as confidential or proprietary. Confidential information also includes all analyses, compilations, work product, studies and other data or material prepared by or in the possession or control of the Contractor, which contain, include, refer to or otherwise reflect or are generated from any confidential information. Contractor acknowledges that no representation or warranty, express or implied, has been or is made by or on behalf of CSD as to the accuracy or completeness of any of the confidential information furnished to the Contractor.

2. FORM OF DISCLOSURE

Confidential information may be written, electronic, oral, or by demonstration, or in some other form not permanently recorded, and shall be considered confidential information regardless of whether such information has been expressly designated as confidential or proprietary.

3. PERIOD OF CONFIDENTIALITY AND NON-USE

Contractor shall maintain in strict confidence for a period of five (5) years from the Effective Date of this Conflict of Interest/Non-Disclosure Statement and not disclose any confidential information it receives from CSD to any third party or use the confidential information for its own or any other party's benefit, except in furtherance of its obligations to CSD pursuant to any business transaction it may enter with CSD. Contractor shall use, as a minimum, the same degree of care to avoid disclosure or use of the confidential information as it employs with respect to its own confidential, proprietary, and secret information of like importance, but in any case, using no less than a reasonable degree of care. Contractor shall limit access to all confidential information to only those of Contractor's personnel, agents and representatives who need to know such information for carrying out Contractor's obligations to CSD pursuant to any business transaction with CSD, and the confidential information will be used only for carrying out Contractor's obligations to CSD pursuant to any business transaction it may enter into with CSD. Contractor shall insure those who are given access to the confidential information by or on behalf of Contractor shall be bound by and shall comply with the terms of this Conflict of Interest/Non-Disclosure Statement.

4. EXCLUSIONS

Information shall not be deemed confidential information, and Contractor shall have no obligation of confidentiality or restriction against use with respect to any information which:

4.1. was known, in the possession of and documented by Contractor through no wrongful act of Contractor prior to CSD's disclosure of such information to Contractor; or

4.2. is or becomes publicly known through no act or omission of Contractor and/or through no breach of any obligation to CSD; or

4.3. is rightfully received from an independent third party who is not subject to restrictions on the use and disclosure of such information in favor of CSD; or

4.4. is approved for release by written authorization from CSD; provided that, unless notice of said prior knowledge and possession or receipt from a third party is given to CSD within thirty (30) days of receipt of the information from CSD or from a third party, respectively, it shall be conclusively presumed that the said information was not previously in the Contractor's knowledge and possession or received from a third party.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

5. DISCLOSURES REQUIRED BY LAW

In the event Contractor is requested or required by a government or court order, or similar process, to disclose any confidential information supplied to it by CSD, Contractor shall provide CSD with prompt notice of such request so that CSD may seek an appropriate protective order and/or waive Contractor's compliance with the provisions of this Conflict of Interest/Non-Disclosure Statement.

6. INDEMNIFICATION

Contractor shall reimburse, indemnify and hold harmless CSD and its employees, officers, directors, agents and representatives from any damage, loss, penalty, cost or expense incurred by Contractor as a result of or in connection with the use or disclosure of the confidential information contrary to the terms of this Conflict of Interest/Non-Disclosure Statement by Contractor or any others to whom such confidential information has been disclosed by any such persons or entities which directly or indirectly control, are controlled by, or are in common control with such party to this Conflict of Interest/Non-Disclosure Statement. As used herein, the term "control" shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through of securities, by contract or otherwise).

7. NO PUBLIC COMMENT

Contractor shall not directly or indirectly make any public comment, statement, or communication with respect to, or otherwise disclose or permit the disclosure to any third party of any confidential information or of any matter relating to the Subject Matter or purpose or any transactions contemplated by the parties in connection therewith, without the prior written consent of CSD.

8. NOTICE OF UNAUTHORIZED USE OR DISCLOSURE

Contractor shall notify CSD immediately upon discovery of any unauthorized use or disclosure of confidential information or any other breach of this Conflict of Interest/Non-Disclosure Statement by Contractor or any third party and will cooperate with CSD in every reasonable way to help CSD regain possession of the confidential information and prevent its further unauthorized use or disclosure.

9. OWNERSHIP AND RETURN OF CONFIDENTIAL INFORMATION

All confidential information disclosed to Contractor shall remain the exclusive property of CSD. Within ten (10) days after CSD's written request, or upon expiration of this Conflict of Interest/Non-Disclosure Statement, Contractor shall promptly return all confidential information (including all originals, copies, reproductions, and summaries of such confidential information), or destroy the confidential information (including all originals, copies, reproductions, and summaries of such confidential information).

10. NO LICENSE

Nothing contained in this Conflict of Interest/Non-Disclosure Statement shall be construed as granting or conferring to Contractor any rights or license or otherwise, either expressly or by implication to any confidential information disclosed by CSD to Contractor as a result of this Conflict of Interest/Non-Disclosure Statement, including, without limitation, rights or license under any present or future patent, patent application, copyright, trademark, service mark, trade secret or other proprietary information owned, licensed or controlled by CSD.

11. SURVIVAL

Contractor's obligations of confidentiality and non-disclosure pursuant to the terms of this Conflict of Interest/Non-Disclosure Statement shall survive until all confidential information has been returned to CSD or destroyed and the destruction thereof has been certified to CSD in writing.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

12. RELATIONSHIP
This Conflict of Interest/Non-Disclosure Statement shall not be construed as a joint venture, pooling arrangement, partnership, teaming effort or agency arrangement. The Contractor, unless otherwise stated in a separate Conflict of Interest/Non-Disclosure Statement, shall have no ownership interest whatsoever in the confidential information being handed over to them.

13. NO WAIVER
Neither party waives any rights in invention or development lawfully possessed by it at the time of signing this Conflict of Interest/Non-Disclosure Statement. In addition, this Conflict of Interest/Non-Disclosure Statement does not imply any waiver of any rights or action under the patent, trademark, copyright, trade secret, unfair competition, fair trade, or related laws. Failure to enforce any provision of this Conflict of Interest/Non-Disclosure Statement shall not constitute a waiver of that provision, or any other provision hereof.

14. BINDING CONFLICT OF INTEREST/NON-DISCLOSURE STATEMENT
This Conflict of Interest/Non-Disclosure Statement shall be binding upon Contractor and its subsidiaries, successors, assigns, legal representatives, and all corporations controlling Contractor or controlled by Contractor and shall inure to the benefit of CSD and its subsidiaries, successors, legal representatives, and all agencies controlling CSD or controlled by CSD.

15. INJUNCTIVE RELIEF
Contractor understands and agrees that any use or dissemination of confidential information in violation of this Conflict of Interest/Non-Disclosure Statement will cause CSD irreparable harm, and that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of confidential information, and that CSD may be left with no adequate remedy at law; therefore, CSD shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. Such remedies shall not be deemed to be the exclusive remedy for any breach of this Conflict of Interest/Non-Disclosure Statement but shall be in addition to all other remedies available at law or in equity.

16. GOVERNING LAW
This Conflict of Interest/Non-Disclosure Statement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflict or choice of laws, and Contractor consents to venue and jurisdiction in and by the state and federal courts in the jurisdiction of the CSD.

17. ASSIGNMENT
This Conflict of Interest/Non-Disclosure Statement may not be assigned by Contractor without the prior written consent of CSD.

18. ENTIRE CONFLICT OF INTEREST/NON-DISCLOSURE STATEMENT
This Conflict of Interest/Non-Disclosure Statement contains the entire understanding between the parties relative to the protection of confidential information and supersedes all prior and collateral communications, reports, and understanding between the parties in respect thereto. No change, modification, alteration, or addition to any provision shall be binding unless it is in writing and signed by an authorized representative of both parties.

19. SEVERABILITY
If a court of competent jurisdiction makes a final determination that any provision of this Conflict of Interest/Non-Disclosure Statement (or any portion thereof) is invalid, illegal or unenforceable for any reason whatsoever, and all rights to appeal the determination have been exhausted or the period of time during which any appeal of the determination may be perfected has been exhausted, (I) the validity, legality, and enforceability of the remaining provisions of this Conflict of Interest/Non-Disclosure Statement shall not in any way be affected or impaired thereby; and

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

(ii) to the fullest extent possible, the provisions of this Conflict of Interest/Non-Disclosure Statement shall be construed so as to give effect to the intent manifested by the provisions held invalid, illegal or unenforceable.

20. HEADINGS
The headings in this Conflict of Interest/Non-Disclosure Statement are for reference purposes only and shall not limit or otherwise affect the meaning of the provisions.

21. COUNTERPARTS
This Conflict of Interest/Non-Disclosure Statement may be executed in one or more counterparts including signing a facsimile copy. Each counterpart shall be deemed an original and all counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Conflict of Interest/Non-Disclosure Statement as of the dates written below. The Contractor has read and understands the Conflict of Interest/Non-Disclosure Statement and by signing below, agrees to comply with all the provisions contained therein.

_____	_____
CSD Representative Name	Contractor Representative Name
_____	_____
Title	Title
_____	_____
CSD Signature	Contractor Signature
_____	_____
Date	Date

4851-1067-1358, v. 1

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

Local Service Provider Security Addendum

Addendum B

Whereas the Local Service Provider (LSP) desires to enter into this Security Addendum to the Contract Agreement with the Department of Community Services and Development (CSD); now, therefore, for consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The following shall be inserted as Addendum A of the Contract Agreement. Protection of personal data where the LSP processes personal data on behalf of CSD in connection with the performance of this Contract Agreement, it shall:
    a. process such personal data in accordance with all applicable state and federal and regulations and CSD information security policies, only for purposes reasonably necessary for the performance of its obligations under this Contract Agreement and in accordance with the documented written instructions of CSD.
    b. treat such personal data as confidential information of CSD.
    c. where such personal data is collected by the LSP, not transfer such personal data to any location outside the LSP (except to CSD).
    d. considering the state of the art, the costs of implementation and the nature, scope, context, and purposes of the data processing as well as the likelihood and severity of any risk, implement appropriate technical and organizational measures to protect such personal and confidential data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, or access. Without limitation to the foregoing, such measures shall comply with prevailing industry standards but in no case consist of less than reasonable care.
    e. co-operate fully with CSD to enable it to adequately discharge its responsibility under applicable laws (including assisting with data subject access or erasure requests).
    f. immediately notify CSD of any actual or suspected data breach and provide all available information.
    g. not allow any third party to process such personal data on its behalf except with CSD's prior written consent.
    h. delete or (at CSD's choice) deliver to CSD all records of such personal data upon termination of this Agreement or (if earlier) upon the data no longer being required for the purposes referred to in subsection (a) above.
    i. CSD shall have the right, on reasonable notice, to review, inspect and/or audit the LSP's information security program, technical environment and business continuity arrangements and its compliance with the other state and federal requirements.
    j. General Security Controls

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

i. Information Security Training - LSP shall instruct all employees, agents, and subcontractors with access to the CSD Confidential, Sensitive and Personal (CSP) regarding:
    1. The confidential nature of the information;
    2. The civil and criminal sanctions against unauthorized access, use, or disclosure found in the California Civil Code Section 1798.55, Penal Code Section 502 and other state and federal laws;
    3. CSD procedures for reporting actual or suspected information security incidents - Information Security Incidents and/or Breaches; and
    4. That unauthorized access, use, or disclosure of CSD CSP is grounds for immediate termination of this Agreement with CSD and the LSP and may be subject to penalties, both civil and criminal.

ii. Workstation/Laptop Encryption. All LSP-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CSD CSP must be encrypted using a FIPS 140-2 certified algorithm which is 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the CSD Information Security Office.

iii. Data Encryption. Any CSD CSP shall be encrypted at rest when stored on network file shares or document repositories.

iv. Servers containing unencrypted CSD CSP must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

v. Minimum Necessary. Only the minimum necessary amount of the CSD CSP required to perform necessary business functions may be copied, downloaded, or exported.

vi. Removable Media Devices**.** All electronic files that contain the CSD CSP must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart phone, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128 bit or higher, such as AES.

vii. Antivirus Software. All LSP-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CSD CSP must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

viii. Security Patch Management. To correct known security vulnerabilities, LSP shall install security patches and updates in a timely manner on all LSP-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CSD CSP as appropriate based on LSP's risk assessment of such security patches and updates, the technical requirements of LSP's systems, and the

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

vendor's written recommendations. If patches and updates cannot be applied in a timely manner due to hardware or software constraints, mitigating controls will be implemented based upon the results of a risk assessment.

ix. User IDs and Password Controls. All users must be issued a unique username for accessing CSD CSP. LSP's password policy must be based on information security best practices for password length, complexity, and reuse.

x. Data Destruction. Upon termination of the Agreement, all CSD CSP not returned to CSD must be sanitized in accordance with NIST Special Publication 800-88, Guidelines for Media Sanitization.

k. System Security Controls

i. System Timeout. The system providing access to the CSD CSP must provide an automatic timeout, requiring re-authentication of the user session after no more than thirty (30) minutes of inactivity for applications, and fifteen (15) minutes of inactivity for desktops and laptops.

ii. Warning Banners. All systems (servers, desktops, laptops, etc.) containing CSD CSP must display a warning banner at login stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

iii. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CSD CSP, or which alters CSD CSP. 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 CSD CSP is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least one (1) year after occurrence.

iv. Access Controls**.** The system must use role-based access controls for all user authentications, enforcing the principle of least privilege.

v. Transmission Encryption. All data transmissions of CSD CSP by LSP outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end-to-end at the network level, or the data files containing CSD CSP can be encrypted. This requirement pertains to any type of CSD CSP in motion such as website access, file transfer, and email.

vi. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting CSD CSP that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

l. Audit Controls

i. System Security Review. All systems processing and/or storing CSD CSP must have at least an annual system risk assessment/security

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

ii. Log Reviews. All systems processing and/or storing CSD CSP must have a routine procedure in place to review system logs for unauthorized access.

iii. Change Control. All systems processing and/or storing CSD CSP must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity, and availability of data.

2.

a. LSP's shall delete all CSD's information within its custody or control, including, but not limited to, completed project data, email addresses and all other personal data processed on behalf of CSD upon the earliest of:
   i. termination of this Contract Agreement.
   ii. written request by CSD.
   iii. the personal data is no longer being required for the performance of the Services.

3. This Information Security Addendum is governed by the Agreement. The terms of this Addendum supersede provisions in the Agreement only to the extent that the terms of this Addendum and the Agreement expressly conflict. However, nothing in this Addendum should be interpreted as invalidating the Agreement, and provisions of the Agreement will continue to govern relations between the Parties insofar as they do not expressly conflict with this Addendum A. This Addendum may be executed in counterparts and by facsimile, each of which shall be deemed an original and both of which shall constitute one and the same document.

4. IN WITNESS WHEREOF, the Parties have executed this Addendum (as of date first written).

Information owned by the California Department of Community Services and Development (CSD) including but not limited to information systems, files and data, laptops and tablets, smartphones, and removable storage devices are strategic assets intended for official business use and are entrusted to state personnel in the performance of their job-related duties.

Inappropriate use of CSD information and assets could negatively affect the confidentiality, integrity, or availability of the data, information systems, or other information assets of CSD or the State of California. Consequently, it is important for all CSD employees and affiliates to access and utilize information assets in a responsible, ethical, and legal manner that safeguards the data and information. Additionally, the appropriate use of information assets benefits the State and CSD by strengthening the

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

protection of its personnel and business partners from illegal or potentially damaging activities.

The scope of this policy extends to all information and assets owned or operated by the CSD and to all employees or affiliates authorized to use these assets.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

SUBVENTION CONTRACT

Contents

PREAMBLE 1

ARTICLE 1 -SCOPE OF WORK 1

1.1 General 1

1.2 Service Area 1

1.3 Term and Amount of Contract 2

1.4 Service Area Expenditure Requirements 2

1.5 Program Authorities – Requirements, Standards and Guidance 2

1.6 Duplication of Services 5

ARTICLE 2 -CONTRACT ADMINISTRATION AND PROCEDURE 6

2.1 State Contracting Requirements – "General Terms and Conditions, GTC 04/2017" 6

2.2 Contractor's Option of Termination 6

2.3 Budget Contingencies 6

2.4 Miscellaneous Provisions 8

ARTICLE 3 -CONTRACT CHANGES 9

3.1 Amendment 9

3.2 Minor Modifications 9

ARTICLE 4 -ADMINISTRATIVE POLICIES AND PROCEDURES 10

4.1 Board Roster, By Laws, Resolution, and Minutes 10

4.2 Internal Controls Requirements 10

4.3 Record Retention Requirements 11

4.4 Insurance and Fidelity Bond 11

4.5 System Security Requirements 14

4.6 Travel and per diem 16

4.7 Conflict of Interest 17

4.8 Procurement Standards 18

4.9 Use and Disposition of Vehicles and Equipment 20

4.10 Subcontracts 20

4.11 Complaint Management Policies and Procedures 22

4.12 Fair Hearing Process for Applications for Denial of Benefits by Contractor 22

4.13 Fraud, Waste, and Abuse 23

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

ARTICLE 5 - ADMINISTRATIVE AND PROGRAM EXPENDITURES REQUIREMENTS 24
5.1 Budget Guidelines 24
5.2 Utility Assistance Expenditure Requirements 25
5.3 Working Capital Advance and Major Purchase Advances 26
5.4 Program Income 28
5.5 Wood, Propane and Oil Returned Payments 29
5.6 Allowable Costs 30
5.7 Service Area Expenditures Requirements 36
5.8 Reimbursement Guidelines 38
ARTICLE 6 - REPORTING POLICIES AND PROCEDURES 50
6.1 Reporting Requirements 50
ARTICLE 7 - PROGRAM POLICIES AND PROCEDURES 54
7.1 LIHEAP Agency Local Plan 54
7.2 Program Standards and Regulatory Requirements 54
7.3 Prioritization of Services 56
7.4 Service Priority Guidelines 57
7.5 Outreach and Intake Activity Guidelines 57
7.6 Assurance 16 Activity Guidelines 59
7.7 Leveraging Activities 61
7.8 Record-Keeping Responsibilities 62
ARTICLE 8 - PROGRAM IMPLEMENTATION 69
8.1 HEAP/WPO Activity Guidelines 69
8.2 Weatherization Activity Guidelines 70
8.3 Energy Crisis Intervention Program (ECIP) Services Activity Guidelines 82
8.4 ECIP Fast Track and HEAP Electric and Gas Pledge Guidelines 88
8.5 SWEATS Activity Guidelines 88
8.6 Quality Assurance 89
ARTICLE 9 - TRAINING, LICENSING AND CERTIFICATIONS 94
9.1 Training Requirements 94
9.2 Contractor Licensing 97
9.3 Special Licensing - Weatherization 97
9.4 Environmental Protection Agency (EPA) Certifications 98
9.5 Mandatory Training 98
ARTICLE 10 - COMPLIANCE POLICIES AND PROCEDURES 99

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

10.1 Right to Monitor, Audit, and Investigate 99
10.2 Auditing Standards and Reports 99
10.3 Compliance Monitoring 102
10.4 Enforcement Process - Noncompliance with Requirement of this Contract 105
10.5 Service Delivery and Expenditure Requirements 111
ARTICLE 11 - FEDERAL AND STATE POLICY PROVISIONS 114
11.1 Certifications 114
11.2 Provisions for Federally Funded Grants 115
11.3 Federal Certifications Regarding Debarment, Suspension, and Related Matters 116
11.4 Affirmative Action Compliance 118
11.5 Nondiscrimination Compliance 118
11.6 Contractor Fair Hearing - Civil Rights Act Violation 118
11.7 Specific Assurances 119
ARTICLE 12 - GENERAL TERMS AND CONDITIONS GTC 04/2017 121
ARTICLE 13 - DEFINITIONS 122
ARTICLE 14 - TABLE OF FORMS AND DOCUMENTS INCORPORATED BY REFERENCE 132
14.1 Forms to be returned with signed contract: 132
14.2 The following documents are hereby incorporated by this reference: 132
14.3 The following CPA's and CPN's are hereby incorporated by reference: 132

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

SUBVENTION CONTRACT

PREAMBLE

This subvention contract, for the implementation of the Low-Income Home Energy Assistance Program (LIHEAP) in program year 2023 ("Contract"), is entered into between the Department of Community Services and Development ("CSD" or "Department") and the contractor named on Form STD. 213, the face sheet of this document ("Contractor") and shall be enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, CSD and Contractor hereby agree as follows:

ARTICLE 1 - SCOPE OF WORK

1.1 General

1.1.1 Contractor shall provide Weatherization (WX) assistance, Home Energy Assistance Program (HEAP) assistance, and Energy Crisis Intervention Program (ECIP) assistance to eligible participants residing in the service area described in Section 1.2, pursuant to all applicable federal and state statutes and regulations, including the Low-Income Home Energy Assistance Act of 1981 (42 USC §§ 8621 et seq., as amended) (the Act) and California Government Code Section 16367.5 et seq., as amended. Contractor shall provide crisis services and activities to the low-income community within its service area through at least March 15, 2023. Contractor shall administer LIHEAP services to eligible low-income households in accordance with both need and the Contractor's service delivery plan approved by CSD. Contractor shall ensure that the highest level of assistance will be furnished to those households which have the lowest incomes and the highest energy costs or needs in relation to income, and that the services and activities funded by this Contract shall also meet all other assurances specified in Section 8624 of the Act.

1.1.2 The LIHEAP Catalog of Federal Domestic Assistance number is 93.568. The award is fully funded through the United States Department of Health and Human Services (HHS).

1.2 Service Area

1.2.1 The services shall be performed in the Service Territory comprised of the following service area(s):

The 2023 LIHEAP Contract Numbers, Contractors, and Service Territories listing may be accessed at under the Supporting Documents section at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

1.2.2 Contractors that provide services in Los Angeles and San Diego counties shall refer to the ZIP Codes listing located at under the Supporting Documents section

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx to determine the zip codes for their respective area.

1.3 Term and Amount of Contract

1.3.1 The term of this Contract shall be for the period represented on the face sheet (Form STD 213). Contractor shall perform all work under this contract prior to, or up to December 31, 2023, in accordance with Article 10.5 section 10.5.2, regardless of the contract term end date.

1.3.2 The contract amount as represented on Form STD. 213 consists of Contractor's total allocation to include the "Direct Services" and "Utility Assistance" portions attributable to Contractor's service area(s).

1.3.3 Direct Services and Utility Assistance funding, as defined in Article 13, Definitions, that are allocated to Contractor, shall be expended, reported and accounted for in accordance with the provisions of this Contract.

1.4 Service Area Expenditure Requirements

Contractor shall be subject to special expenditure requirements as provided in Article 5, Section 5.7 of the Contract, if any of the following pertain:

1.4.1 This Contract involves funding for LIHEAP services provided by Contractor in multiple counties or service areas; or

1.4.2 Contractor has additional contracts with CSD for the provision of LIHEAP or United States Department of Energy, Weatherization Assistance Program (DOE WAP) services in counties or service areas other than the county or service area to which this Contract applies.

1.5 Program Authorities – Requirements, Standards and Guidance

1.5.1 All services and activities are to be provided in accordance with applicable federal, state, and local laws and regulations, which may be amended from time to time, including but not limited to, the following:

1.5.1.1 The Low-Income Home Energy Assistance Act of 1981 (42 USC §§ 8621 et seq.), and the Low-Income Home Energy Assistance Program regulations (45 CFR Part 96, Subpart H);

1.5.1.2 The California Government Code (Cal. Gov. Code) §§ 16367.5 et seq., as amended, and Low-Income Home Energy Assistance Program Regulations (Title 22 of the California Code of Regulations (CCR) §§ 100800 et seq.); and

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

1.5.1.3 The Single Audit Act (31 USC §§ 7501 et seq.), and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

1.5.2 *Conflict of Laws.* Contractor shall comply with all of the requirements, standards, and guidelines contained in the authorities listed below, as they may be amended from time to time, regarding procurement, administrative, and other costs claimed under this Contract, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines in this Contract directly conflict with any State law or regulation at Government Code §§16367.5 et seq. or 22 CCR §§100800 et seq., or any provision of this Contract, then federal law or regulation or provision shall take precedence, and then state law; unless, under specified circumstances, a provision of federal law applicable to block grants, such as 45 CFR § 96.30, allows for the application of state law.

1.5.2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75); and

1.5.2.2 Contractor further agrees to abide by all requirements in California Contractor Certification Clauses 04/2017 (CCC-04/2017).

1.5.3 CSD shall provide Contractor with specific program guidance which shall be binding on the Contractor as a condition of the Contractor's participation in LIHEAP, and as a condition of receipt of funds under the program, PROVIDED:

1.5.3.1 That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN) No. XX-XX" posted at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx;

1.5.3.2 That such guidance shall be issued by CSD in writing in the form of "CSD Program Advisory (CPA) No. XX-XX posted at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx;

1.5.3.3 That such guidance shall be issued by CSD in the most timely and expeditious manner practicable;

1.5.3.4 That such guidance shall be reasonably necessary to realize the purposes of LIHEAP;

1.5.3.5 That major and material changes in the program and/or requirements which substantially affect the Contractor's and/or CSD's ability to fulfill their obligations or otherwise serve to create a substantial hardship on

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

either the Contractor or CSD shall be subject to an amendment to this Contract;

1.5.3.6 Contractor shall notify CSD within 10 business days of issuance of a CPN or CPA, if Contractor is unable to fulfill its obligations under the new guidance;

1.5.3.7 That the parties' failure to execute a mutually acceptable amendment or CPN or CPA, as contemplated in subsection 1.5.3.5 and 1.5.3.6, in a reasonable period of time, shall result in this Contract being without force and effect subject only to such provisions contained herein as are intended to survive the Contract in accordance with the express and implied provisions of applicable federal and state law; and

1.5.3.8 That upon CSD's good faith determination, delivered to the Contractor by written notice that this Contract between the parties to any necessary amendment CPN, or CPA as contemplated in subsection 1.5.3.5 and 1.5.3.6 cannot be achieved, then this Contract shall be "closed out" and the funds disposed in accordance with established CSD procedure and policy and as required under federal and state law.

1.5.4 The federal and state laws, regulations and other authorities referenced in this Section are hereby incorporated by reference into this Contract. Copies may be accessed for reference at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

1.5.5 Contract Elements Integral to Contract and Enforceability Conditions

1.5.5.1 Contractor shall provide the following documents, satisfactory to CSD in form and substance, together with an executed copy of this Contract before CSD executes and returns the Contract to Contractor for implementation:

1.5.5.1.1 Federal Funding Accountability and Transparency Act Report (CSD 279);

1.5.5.1.2 Certification Regarding Lobbying/Disclosure of Lobbying Activities;

1.5.5.1.3 Contractor Certification Clauses (CCC-04/2017);

1.5.5.1.4 Current Insurance or Self-Insurance Authority Certification;

1.5.5.1.5 Board Resolution authorizing execution of this Contract;

1.5.5.1.6 Agency Local Plan (referenced in Article 7.1);

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

1.5.5.1.7 LIHEAP Production Plan (CSD 622) (referenced in Article 5.7); and

1.5.5.1.8 Agency Staff and Board Roster (CSD 188).

1.5.5.2 The Agency Local Plan and forms must be completed by Contractor before CSD will execute the Contract and Contractor is authorized to commence work. CSD may execute this Contract pending its review and final approval of Contractor's submission, provided Contractor acts in good faith to rectify any outstanding issues associated with the documents submitted pursuant to Section 1.5.5.1. All documents submitted pursuant to Section 1.5.5.1 shall become part of this Contract.

1.5.6 Contractor's signature shall constitute a certification that to the best of Contractor's ability and knowledge it will, unless exempted, comply with the provisions set forth in Article 11, Section 11.1, "Certifications" of this Contract.

1.6 Duplication of Services

Dwellings that have received Low Income Weatherization Program (LIWP) funded energy efficiency measures do not qualify for additional energy efficiency measures under this Contract, except for the following:

1.6.1 Assessment and installation of Health and Safety measures not installed through LIWP;

1.6.2 Reweatherization in accordance with LIHEAP requirements;

1.6.3 Call-backs in accordance with LIHEAP requirements; or

1.6.4 Emergency Heating and Cooling Services in accordance with the LIHEAP requirements.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

ARTICLE 2 - CONTRACT ADMINISTRATION AND PROCEDURE

2.1 State Contracting Requirements – "General Terms and Conditions, GTC 04/2017"

In accordance with State contracting requirements, specified contracting terms and conditions are made a part of this Contract. The provisions in their entirety are found in Article 12 of this Contract and are fully binding on the parties in accordance with state law.

2.2 Contractor's Option of Termination

2.2.1 Notwithstanding the provisions of Section 1.5.3, Contractor may, at Contractor's sole option, elect to terminate this Contract rather than adhere to the procedures set out in Section 1.5.3, should Contractor determine that any subsequent program guidance or proposed amendment to the Contract is unjustifiably onerous or otherwise counter to Contractor's legitimate business interests and ability to implement the Contract in an effective and reasonable manner, PROVIDED:

2.2.1.1 The notice of termination is in writing, delivered by U.S. Certified Mail, Return Receipt Requested, and will be effective 30 calendar days after receipt by CSD; and

2.2.1.2 The notice contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.

2.2.2 Contractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.

2.2.3 Contractor shall, within 60 calendar days of termination, close-out the contract in accordance with contractual close-out procedures.

2.2.4 CSD may at its option procure a temporary replacement provider, and may at its option, designate a permanent replacement provider for Contractor's service area in accordance with federal and state law.

2.3 Budget Contingencies

2.3.1 Federal Budget Contingency

2.3.1.1 Because of uncertainty in the federal budget process, this Contract may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The obligations of the parties under this Contract

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

are expressly contingent on adequate funding being made available to CSD by the United States government.

2.3.1.2 If federal funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Contract upon written notice to Contractor or, in the alternative, to offer an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract close-out obligations and final settlement.

2.3.1.3 If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not in existence when this Contract was executed, this Contract shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations or conditions. Failure of the parties to reach an agreement on such amendment shall render this Contract without force and effect.

2.3.1.4 Subject to the provisions of subsection 2.3.1.2, CSD shall authorize expenditures of funds under this Contract based on any Continuing Resolution appropriations that are adequate for the purpose. CSD shall notify the Contractor in writing of authorized interval funding levels.

2.3.2 State Budget Contingency

2.3.2.1 If funds are not appropriated for implementation of LIHEAP through the State budget process or otherwise, whether in the current year and/or any subsequent year covered by this Contract, this Contract shall be of no further force and effect. Upon written notice to Contractor by CSD that no funds are available for contract implementation, the Contract shall be terminated, and CSD shall have no obligation to pay Contractor or to furnish other consideration under this Contract and Contractor shall not be obligated for performance.

2.3.2.2 If program funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Contract upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract close-out obligations and final settlement.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

2.4 Miscellaneous Provisions

2.4.1 Assignment. Neither this Contract nor any of the rights, interests, or obligations under this Contract shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by CSD to another State agency. In the event of such transfer, this Contract is binding on the agency to which the program is assigned.

2.4.2 Merger/Entire Contract. This Contract (including the attachments, documents and instruments referred to in this Contract) constitutes the entire Contract and understanding of the parties with respect to the subject matter of this Contract and supersedes all prior understandings and contracts, whether written or oral, among the parties with respect to such subject matter.

2.4.3 Severability. If any provision of this Contract is found to be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Contract will not be in any way impaired and shall remain in full force and effect.

2.4.4 Notices. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

2.4.4.1 To Contractor’s address of record; and

2.4.4.2 To CSD at:
Department of Community Services and Development
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

ADMINISTRATIVE REQUIREMENTS

ARTICLE 3 - CONTRACT CHANGES

3.1 Amendment

3.1.1 Changes to this Contract shall be made by formal amendment with exceptions specified in Article 1 subsection 1.5.3 and in Section 3.2, below.

3.1.2 Contractor shall notify CSD in writing when any proposed amendment or change will significantly impact Contractor's Program Budget and/or Operations. CSD will afford Contractor a reasonable opportunity and sufficient time in which to phase-in the mandated change.

3.2 Minor Modifications

3.2.1 Contractor may request modifications to make minor adjustments during the contract term. Minor Modifications shall not affect the Maximum Amount payable under this Contract.

3.2.2 Minor Modifications shall not alter the maximum limits established for specific budget line items, e.g., administrative costs, Assurance 16, intake, outreach, and training and technical assistance costs, except as otherwise provided herein.

3.2.3 Allowable modifications to this Contract include the minor budget modifications and expenditure requirements, specified in Article 5.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

ARTICLE 4 - ADMINISTRATIVE POLICIES AND PROCEDURES

4.1 Board Roster, By Laws, Resolution, and Minutes

4.1.1 Contractor shall submit to CSD an Agency Staff and Board Roster form (CSD 188) listing the current Agency Staff and roster of members of its governing board, including contact information for each board member at a location other than the Contractor's offices, and the most recent version of the organizational bylaws. Contractor is responsible to notify CSD of any changes to the Executive Director, Program Manager, Chief Financial Officer and board roster within 30 calendar days of such occurrence.

4.1.2 Contractor's governing board must authorize the execution of this Contract. Contractor has the option of demonstrating such authority by the signature of a Board member, affixed to the signature page of this Contract, or by any lawful delegation of such authority that is consistent with Contractor's bylaws.

4.1.3 Where Contractor elects to delegate the signing authority to the chief executive officer or designated officials, CSD will accept either a resolution specific to this Contract or a resolution passed by the governing board that applies to any contract entered into by Contractor. Where Contractor provides a general resolution, Contractor shall maintain documentation that the chief executive officer provided timely and effective communication of the execution and terms of this Contract to the Board. Either a specific or current general resolution must be on file with CSD before execution of this Contract by CSD.

4.1.4 If the Contractor's board is both tripartite and advisory to the elected members governing a local government, the Contractor shall submit to CSD the approved minutes from any meeting of the elected officials where matters relating to this Contract are heard, including but not limited to discussions about or decisions affecting LIHEAP. Such minutes shall be submitted to CSD no later than 30 calendar days after the related meeting.

4.2 Internal Controls Requirements

Contractor shall ensure the establishment and maintenance of a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall be attested to within the Contractor's independent audit conducted pursuant to this Contract and shall include:

4.2.1 Segregation of duties appropriate to safeguard state assets;

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

4.2.2 Limited access to agency assets to authorized personnel who require these assets in the performance of their assigned duties;

4.2.3 Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures;

4.2.4 Established practices to be followed in the performance of duties and functions;

4.2.5 Personnel of a quality commensurate with their responsibilities; and

4.2.6 Effective internal reviews.

4.3 Record Retention Requirements

4.3.1 All records maintained by Contractor shall meet the requirements contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

4.3.2 Contractor shall maintain all records pertaining to this Contract for a minimum period of three years after submission of the final report or until resolution of all related audit or monitoring findings, enforcement actions, including cost disallowance, legal proceedings or other pending matters, whichever is later.

4.3.3 Contractor shall retain and secure all employee and client/applicant records and information in compliance with the Federal Privacy Act of 1974, as amended (5 USC § 552a) and Information Practices Act of 1977, as amended (Civ. Code §§ 1798 et seq.).

4.3.4 To the extent Contractor maintains records in an electronic format, Contractor shall ensure that all records are "backed-up" or copied, utilizing appropriate, secure technology and operational procedures in order to avoid unauthorized access, permanent loss or destruction, occasioned by theft, accident, willful acts or negligence, or by fire, flood, earthquake or other natural disaster.

4.4 Insurance and Fidelity Bond

4.4.1 General Requirements

4.4.1.1 Contractor agrees that the required insurance policies and bonds, specified below, shall be in effect at all times during the term of this Contract.

4.4.1.2 Contractor shall provide CSD with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Contract and, prior to any lapse or reduction in coverage, provide CSD with documentation, as specified in subsection

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

4.4.1.3, showing substitute coverage has been obtained or alternative measures have been taken to ensure compliance with the requirements of this Contract.

4.4.1.3 In the event insurance coverage expires during the term of this Contract Contractor agrees to provide within 30 calendar days of the expiration date, a new Certificate of Insurance (ACORD 25) for not less than the remainder of the term of this Contract. The new Certificate of Insurance (ACORD 25) shall evidence no lapse in coverage. The Certificate of Insurance (ACORD 25) shall identify and name CSD as the Certificate Holder.

4.4.1.4 New Certificates of Insurance are subject to review for content and form by CSD.

4.4.1.5 In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, CSD may, in addition to any other remedies it may have, suspend this Contract.

4.4.1.6 With the exception of workers' compensation and fidelity bond, CSD shall be named as an additional insured on all certificates of insurance required under this Contract.

4.4.1.7 The issuance of other CSD contracts, as well as reimbursement payments, to the Contractor may be suspended until evidence of the required current insurance coverage has been submitted to CSD.

4.4.1.8 Should Contractor utilize a subcontractor(s) to provide services under this Contract, Contractor shall indemnify and hold CSD harmless against any liability incurred by that subcontractor(s).

4.4.2 Self-Insurance

4.4.2.1 When Contractor is a self-insured governmental entity, CSD, upon receipt of satisfactory proof of the entity's self-insurance authority, may waive the insurance requirements. A duly authorized county or city risk manager shall provide signed certification of the governmental entity's ability to cover any potential losses under this Contract.

4.4.2.2 Governmental contractors shall specify in writing a list of which coverage(s) will be self-insured under this Contract and shall list all applicable policy numbers, expiration dates, and coverage amounts for coverage which is not self-insured.

4.4.2.3 If a governmental contractor's self-insurance coverage does not contain

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

any changes from the prior year, CSD will accept a certified letter signed by authorized personnel, stating that no changes have occurred from the previous year. This letter is due at the time of contract execution or within 30 calendar days of coverage.

4.4.3 Workers' Compensation Insurance

4.4.3.1 During the term of this Contract Contractor shall maintain legally sufficient workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.

4.4.3.2 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD either a Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure, issued by the Director of the Department of Industrial Relations, as evidence of compliance with the workers' compensation insurance requirement.

4.4.4 Commercial or Government Crime Coverage (Fidelity Bond)

4.4.4.1 Contractor shall maintain commercial crime coverage. If Contractor is a public entity that elects to self-insure, Contractor shall make provision for adequate coverage to insure against crime risks. The commercial crime policy or government crime self-insurance coverage (hereinafter "fidelity bond") shall include the following coverage or the substantial equivalent: Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud.

4.4.4.2 Contractor's fidelity bond coverage limits shall not be less than a minimum amount of 4% of the total contract amount, excluding Utility Services, as set forth under this Contract.

4.4.4.3 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25) as evidence of compliance with the fidelity bond requirement.

4.4.5 General Liability Insurance

4.4.5.1 Contractor shall maintain for the term of this Contract general liability and property damage insurance for a combined single limit of not less than $500,000 per occurrence.

4.4.5.2 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured as evidence of

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

compliance with general liability insurance requirements.

4.4.6 Vehicle Insurance

4.4.6.1 Contractor shall maintain for the term of this Contract vehicle insurance in the amount of $500,000 for each person and each accident for bodily injury and in the amount of $500,000 for each person and each accident for property damage.

4.4.6.2 When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Contract non-owned and hired-auto liability insurance in the amount of $500,000 for each person and each accident for bodily injury and $500,000 for each person and each accident for property damage. Driving to and from work shall not be considered to be within the scope of employment.

4.4.6.3 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured, to CSD as evidence of compliance with the stated vehicle insurance requirements.

4.5 System Security Requirements

Contractor shall, in cooperation with CSD, institute measures, procedures, and protocols designed to ensure the security of data and to protect information in accordance with the Information Practices Act of 1977 (Civ. Code §§1798 et seq.), and such other State and Federal laws and regulations as may apply. In the event there are different system security standards that may be applied to this Article, Contractor shall endeavor to use the strictest security standard that complies with state and federal requirements. The parties hereto agree to the following requirements, obligations, and standards in accordance with regulations set in the State Administrative Manual (SAM) and Statewide Information Management Manual (SIMM):

4.5.1 Data Protection

4.5.1.1 Data exchanged between CSD and Contractor must be limited to the data fields included on Data Transfer Rules (DTR) documents posted at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx. No personal financial information, e.g., credit card, bank account numbers, shall be stored or exchanged in the data exchange sessions.

4.5.1.2 Access to the above-mentioned data included in the DTR must only be given to authorized personnel to complete essential duties. Authorized personnel are to log into these systems using their own assigned

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

credentials (i.e., no login account sharing). Upon departure of personnel with assigned credentials, the Contractor will remove the employee's access to the systems as soon as possible.

4.5.1.3 To the extent Contractor utilizes tablet or other internet-based or mobile devices for client intake and application purposes ("Electronic Intake") in lieu of paper forms and documents, Contractor shall comply with all federal and state information security requirements and with such guidance and protocols as CSD may from time to time issue for the purpose of ensuring the integrity of Electronic Intake, including, but not limited to, the use of electronic signatures, data privacy, security, transfer, and retention requirements.

4.5.1.4 Data exchanged between CSD and Contractor via email communication must have all personally identifying information (PII) and other sensitive information redacted before the document is sent. Alternately, Contractor must encrypt any attachments that have sensitive data using encryption tools and configurations as required by CSD.

4.5.2 Contractor Systems Security

4.5.2.1 The physical location of the computing and data storage devices (e.g., servers) shall be within access-controlled facilities. Individual users may not have access to the data except through their systems that are specifically credentialed for Contractor business. All access will be controlled by authentication methods to validate the approved users.

4.5.2.2 Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption.

4.5.2.3 Both CSD and Contractor shall keep security patches and anti-virus and anti-malware software up to date on all systems on which data may be used.

4.5.2.4 Contractor shall securely destruct data by sanitizing media prior to disposal.

4.5.3 Trusted Behavior Expectations

CSD's application system and users shall protect Contractor's application system/data and the Contractor's application system and users shall protect CSD's application system/data in accordance with the Privacy Act of 1974 (5 USC § 552a), Trade Secrets Act (18 USC § 1905), and the Stored Communications Act (18 USC §§ 2701 et seq.). Technology and systems code and functionality are owned by the respective

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

parties and may not be shared with anyone else or used without written consent of the owner.

4.5.4 Incident Reporting

Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall, within 24 hours of discovery, report to CSD's Information Security Office at ISO@csd.ca.gov any security incident contemplated herein. Examples include, but are not limited to, stolen or lost equipment, malware/ransomware detection, suspected hacking, etc. Contractor further agrees CSD shall have the right to participate in the investigation of a security incident involving CSD's data, and to cooperate fully with CSD and other relevant State entities during independent investigation of the security incident.

4.5.5 Audit Trail Responsibilities

Both parties are responsible for auditing application processes and user activities. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and actions taken by system administrators.

4.5.6 Data Sharing Responsibilities

Contractor shall ensure that all primary and delegated secondary organizations that share, exchange, or use personal, sensitive, or confidential data, pursuant to this Contract and subcontracts issued by Contractor, shall adhere to these security requirements and applicable state and federal law, in addition to further data sharing guidance as may be issued by CSD during the term of this Contract. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

4.6 Travel and per diem

4.6.1 Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements and are subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75, including 45 CFR § 75.474).

4.6.2 Contractor shall complete the Out-of-State Travel Form (CSD 536) and keep on file with back up documentation for compliance monitoring. Out-of-State travel is limited to two staff per event, unless otherwise indicated on the Out-of-State-Travel Form CSD 536. Contractor must seek pre-approval, prior to travel, for non-preapproved

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

conferences when more than two staff are attending.

4.6.3 In the absence of a written travel reimbursement policy, Contractor shall receive reimbursement rates not to exceed federal per diem limits.

4.7 Conflict of Interest

4.7.1 Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to sub-contracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.

4.7.2 Contractor shall not pay Federal funds received from CSD to any entity in which it or one of its employees, officers, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75, including 45 CFR §§ 75.112 & 75.327).

4.7.3 Contractor shall ensure that its employees and the officers of its governing body do not engage in actual or potential conflicts of interest and that no officer or employee who has responsibility for any activity or function with respect to LIHEAP and the implementation of this Contract shall have any personal financial interest in such activity or function or otherwise personally benefit or gain from the activity or function.

4.7.4 Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

4.7.5 Contractor shall not provide LIHEAP services or benefits in situations where an actual or perceived conflict of interest exists, unless the activity is explicitly allowed under Contractor’s conflict of interest policies and procedures that are compliant with

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

federal requirements. If Contractor provides program services to owner-occupied or rental dwellings that are owned or managed by the Contractor, its employees, or officers, Contractor shall submit the Property Certification form (CSD 678), in advance of providing weatherization and Energy Heating and Cooling Services (EHCS). Contractor shall ensure that other recipients or potential eligible recipients of services are not prejudiced or adversely affected by the receipt of services by Contractor.

4.7.6 Contractor must demonstrate that it will:

4.7.6.1 Follow all client eligibility and prioritization requirements of the federal and State LIHEAP programs, as applicable to each service or activity;

4.7.6.2 Comply with all dwelling eligibility requirements of this Contract, including but not limited to the prohibition against rent increases after service delivery and multiple dwelling restrictions;

4.7.6.3 Substantiate the need for weatherization and EHCS by completing a dwelling assessment for each individual dwelling unit served; and

4.7.6.4 Consent to any further conditions required by CSD. Failure to obtain prior written approval by CSD may result in costs being disallowed.

4.8 Procurement Standards

4.8.1 Contract Administration

4.8.1.1 *Maintenance of written procurement procedures.* Contractor shall administer this Contract in accordance with all federal and state rules and regulations governing LIHEAP block grants pertaining to procurement, including the Code of Federal Regulations' Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards and amendments thereto, consistent with the general Code of Federal Regulations compliance requirement in Section 1.5, Article 1 of this Contract, 45 CFR Part 75, and pursuant to CPA-A-12-01. Contractor shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75) or any subsequent amendments to these standards, and the applicable provisions in this Contract, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.

4.8.1.2 *Eligible Bidders.* Contractor shall not permit any organizational conflicts

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall only award a subcontract to the bidder or offer or whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors relevant to the procurement. Contractor's solicitations shall clearly set forth all requirements that the bidder or offer or must fulfill in order for the bid or offer to be adequately and fairly evaluated by the recipient.

4.8.1.3 All supplies, materials, equipment, or services purchased or leased with funds provided pursuant to this Contract shall be used solely for the activities allowed under this Contract, unless the fair market value for such use is charged to the benefiting program and treated as program income earned under this Contract.

4.8.1.4 Contractor shall provide for an open and free competition, to include a cost analysis, in accordance with federal and state law, for the procurement of materials, supplies, equipment, or services.

4.8.1.5 *Non-Competitive bid justification*. If a service or product is of a unique nature, is in response to a public exigency or emergency, or more than one potential vendor/provider cannot reasonably be identified, Contractor shall document adequate justification for the absence of competitive bidding. "Adequate justification" must include but is not limited to:

4.8.1.5.1 Explanation of why the acquisition of goods or services is limited to one vendor or supplier;

4.8.1.5.2 Description of sole vendor/supplier's unique qualifications to provide the goods or services in question; and

4.8.1.5.3 Analysis of cost(s) to demonstrate reasonability.

4.8.1.6 *CSD Lease/Purchase Pre-Approval Requirements*. To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall obtain prior written approval from CSD of capital expenditures for vehicles and equipment with a unit cost of $10,000 or more through the submission of a Request for Purchase/Lease Pre-Approval (CSD 558) to CSD at least 15 calendar days prior to executing transaction. Transactions without CSD's prior written approval may be disallowed.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

4.8.1.7 In all procurements, whether requiring CSD pre-approval or not, Contractor is solely responsible for maintaining adequate procurement records demonstrating compliance with Federal and State requirements.

4.8.1.8 Noncompliance with any of the provisions in this section may result in a disallowance of costs related to the procurement transaction.

4.9 Use and Disposition of Vehicles and Equipment

4.9.1 To ensure compliance with the requirements for vehicles and equipment, Contractor shall comply with Uniform Administrative Requirement, Cost Principles, and Audit Requirements for HHS Awards governing the acquisition of equipment with federal funds set forth in 45 CFR Part 75 (including 45 CFR §§ 75.320 & 75.439).

To ensure compliance with the requirements for equipment, vehicles, and the maintenance of equipment and vehicle records, Contractor shall adhere to CPN-A 17-01 or as revised. Contractor shall include information relevant to any purchase/lease pre-approval documented in the CSD 558 submitted to, and approved by, CSD, including the date the request was sent to CSD, the item(s) requested, and date of CSD approval in Contractor's property records.

4.9.2 Contractor shall provide the information specified in CPN-A-17-01, including any supporting documents, to CSD upon request.

4.9.3 *Limitation on Use of Funds.* Contractor shall assure that funds received under this Contract shall not be used for the purchase or improvement of land or for the purchase, construction, or permanent improvement of any building or other facility other than low-income weatherization or energy-related home repairs.

4.10 Subcontracts

4.10.1 Contractor may enter into subcontract(s) to provide services pursuant to this Contract in the service area(s) specified in Section 1.2 of Article 1. Subcontracts must require that parties comply with all applicable provisions of this Contract. Such requirement shall not relieve Contractor from any performance obligation created herein, nor from liability for a subcontractor's failure of performance.

4.10.2 If Contractor elects to subcontract for services, the Contractor's Board authorization and approval must be obtained and communicated to CSD in writing together with notice of execution of the subcontract as provided in Section 4.10.3. Contractor's Board, through a resolution or other official documentation, may elect to delegate the signing authority for the approval of subcontractors to the Chief Executive Officer or designated authority unless such delegation is set forth in the bylaws of the agency and a copy of the provision is communicated to CSD.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

4.10.3 Within 60 calendar days of the execution of any subcontract, Contractor shall provide written notification to CSD of the execution of the subcontract as well as identifying information, to include the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program description of each subcontractor activity to be performed by the subcontractor.

4.10.4 Notification of subcontract execution shall contain certification by Contractor that to the best of Contractor's knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of subcontractor eligibility, Contractor may rely on information available at https://www.sam.gov/SAM/pages/public/index.jsf.

4.10.5 If CSD determines that Contractor has executed a subcontract with an individual or entity listed as disbarred, suspended, or otherwise ineligible on the Excluded Parties List System as of the effective date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.

4.10.6 Contractor must ensure that funds expended pursuant to this Contract are allowable and allocable. Contractor must adopt fiscal control and accounting procedures sufficient to enable the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Contract. Contractor shall ensure that any subcontracts under this Contract contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

4.10.7 Contractor shall notify subcontractor(s) in writing within five business days of such action in the event CSD suspends, terminates, and/or makes changes to services to be performed that materially alter the obligation of the subcontractor under this Contract.

4.10.8 Contractor is liable for the failure of performance of the terms, conditions, assurances, and certifications of this Contract, without recourse against CSD over matters involving subcontracts entered into for the implementation of this Contract, including but not limited to disputes, claims, or other legal action for breach of contract, negligence, torts, or criminal acts and other misconduct.

4.10.9 Nothing in this Contract creates or implies a contractual relationship between CSD and any subcontractor or creates any obligation by CSD to any subcontractor. Contractor is liable to CSD for damages to CSD for the acts and omissions of its

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

subcontractors that occur in connection with the implementation of this Contract. Contractor's obligation to pay its subcontractors is independent of any obligation of CSD to pay Contractor, and Contractor shall not represent to subcontractors any such obligation of CSD to pay or ensure payments to subcontractors.

4.10.10 All subcontractors shall be subject to applicable training requirements and shall maintain records of completion and certification in accordance with record-keeping provisions in this Contract. In addition, subcontractors whose training is provided at Contractor's expense will be subject to a retention contract, as indicated in Section 9.1.4.

4.11 Complaint Management Policies and Procedures

4.11.1 Contractor shall establish and maintain policies and procedures for handling complaints and provide applicants an opportunity to register a complaint based on their experience with attempts to obtain services under LIHEAP. The policies and procedures shall be in writing and Contractor shall provide the complaint process to interested individuals upon request.

4.11.2 Contractor shall ensure that all formal complaints are documented and include the date, time, client name and address, and nature of the complaint and the actions undertaken by the Contractor to resolve the issue. For purposes of this section, "formal complaint" means a written complaint filed with the Contractor by the complainant.

4.11.3 If the Contractor's efforts did not result in a resolution, the Contractor may refer the applicant or client to CSD. The Contractor shall contact CSD and explain the issue, actions taken to resolve the issue, and provide CSD with all supporting documentation that indicates the nature and extent of Contractor's effort to resolve the issue.

4.11.4 CSD shall immediately be notified if the Contractor has reason to believe that the complainant will contact the media, a State or Federal oversight agency, or the Governor's Office regarding the complaint.

4.12 Fair Hearing Process for Applications for Denial of Benefits by Contractor

4.12.1 Contractor shall establish a written appeals process to enable applicants who are denied benefits or services, or who receive untimely response or unsatisfactory performance, the right to appeal the decision or performance to the Contractor. Contractor's process shall include, at a minimum, all of the requirements of 22 CCR § 100805 (b) plus:

4.12.1.1 Provisions that ensure that each applicant is notified in writing of the right to appeal a denial of or untimely response to an application, or to appeal

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

unsatisfactory performance. At the time the applicant applies for services, applicant shall be informed of appeal rights and appeal procedures, to include the right to appeal to both the Contractor and to CSD;

4.12.1.2 Provisions that ensure that Contractor will make a good faith effort to resolve each appeal;

4.12.1.3 Provisions that ensure that Contractor shall notify the applicant in writing of the Contractor's final decision within 15 business days after the appeal is requested. If the appeal is denied, the written notification shall include instructions on how to appeal the decision to CSD. Whenever Contractor notifies an applicant of a denial of an appeal, Contractor shall at the same time provide a copy of the final decision to the Manager of CSD's Energy Services Division; and

4.12.1.4 Provisions to track information on denials and appeals.

4.12.2 Upon receipt of an applicant's appeal of a Contractor's denial of benefits or services, CSD may conduct a hearing in accordance with established procedures. CSD's decision following the appeal and hearing shall be final.

4.13 Fraud, Waste, and Abuse

4.13.1 Contractor shall submit a written report to CSD within 30 calendar days of discovery of incidents and activities, or suspected incidents and activities, involving fraud, waste, and abuse of LIHEAP funds by Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor. Incidents and activities subject to reporting under this section include, but are not limited to, criminal acts and other violations of law constituting a misuse of funds that could result in cost disallowance. Contractor shall inform CSD within 30 calendar days of any reports or complaints submitted to law enforcement officials by Contractor, Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor, concerning the misuse of LIHEAP funds.

4.13.2 Contractor shall provide employees, subcontractors, clients, and other parties affiliated with the Contractor the information necessary to report fraud, waste, and abuse to the U.S. Department of Health and Human Services Office of Inspector General Fraud hotline.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

FINANCIAL REQUIREMENTS

ARTICLE 5 - ADMINISTRATIVE AND PROGRAM EXPENDITURES REQUIREMENTS

5.1 Budget Guidelines

5.1.1 Budget and Allocation Forms

5.1.1.1 Upon execution of this Contract, CSD shall release at least 50% of the anticipated annual allocation as reflected in the allocation spreadsheet. The remaining allocation shall be released when CSD receives funds from HHS.

5.1.1.2 If the LIHEAP annual grant award is yet to be determined and CSD must fund this Contract based on Continuing Resolution appropriations, CSD shall amend the Contract and update the allocation spreadsheet to reflect the Final allocation.

5.1.2 Minor Modifications

If Contractor intends to request a minor modification to this Contract, Contractor shall submit a Request for Amendment/Modification Energy (CSD 509), by completing a CSD 509 with a justification supporting the fund transfer or change request. Contractor may submit the signed request for amendment/modification to CSD via email, fax, or hard copy with signature via Mail.

Minor modifications which Contractor may propose for approval by CSD include the following:

5.1.2.1 Transferring funds to increase or decrease the Utility Assistance total allocation;

5.1.2.2 Transferring funds to increase or decrease the Wood, Propane and Oil (WPO) total allocation (ECIP WPO or HEAP WPO);

5.1.2.3 Transferring funds between target service areas, which shall be conditioned upon Contractor meeting its target service areas expenditure requirements, as stated in Article 5.7, Section 5.7.3; or

5.1.2.4 Changes to the Agency Local Plan.

5.1.3 Fund Transfer Requirements

Subject to CSD approval, Contractor may elect to transfer funds between each of the

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

LIHEAP components, e.g., Weatherization and ECIP EHCS.

5.1.3.1 Funding transfers that would increase amounts available for Weatherization above the 25% maximum are prohibited.

5.1.3.2 Fund Transfer in Service Territory with Multi-Service Areas

If Contractor transfers funds from Administrative, Intake, Outreach, and other Support costs to Direct Services and/or Utility Assistance for a specific service area, then later transfer funds from the remaining service areas to replenish the Administrative, Intake, Outreach, or other Support costs such transfer of funds should not unduly impair the equitable provision of services or otherwise disadvantage potential recipients of benefits in any Service Area.

Subsequent transfer of funds to replenish the Support line(s) with Direct Service(s) and/or Utility Assistance funds shall be limited to fund transfer from Service Area(s) that benefited from the preceding transfer.

5.1.4 Sufficient Funds for Crisis Services

Contractor must allocate sufficient funds to offer crisis services through at least March 15, 2023 and in accordance with the Agency Local Plan.

5.1.5 Weatherization Waiver

Unless and until HHS grants CSD a weatherization waiver, Contractor may not expend or be reimbursed for costs in excess of the amount reflected in the initial WX Program Column of the allocation spreadsheet. If the weatherization waiver is granted, Contractor may, upon written notification from CSD, expend and will be reimbursed for expenditures up to 100% of the available allocation, as reflected in the WX Program Subtotal Column of the allocation spreadsheet.

5.2 Utility Assistance Expenditure Requirements

5.2.1 The Utility Assistance portion of Contractor's grant shall be retained by CSD to enable CSD to make direct utility assistance payments to clients and/or to utility companies. Contractor's Administrative and Assurance 16 budget line item shall be based on Contractor's total allocation, including Utility Assistance.

5.2.1.1 Energy Crisis Intervention Program (ECIP): Electric and Gas (Fast Track)

The total amount allocated to the ECIP Fast Track Program shall be administered by Contractor in accordance with the terms of this Contract, with payments to recipients issued by CSD.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

5.2.1.2 Home Energy Assistance Program (HEAP): Electric and Gas Allocation

The total amount allocated to the HEAP Electric and Gas Program shall be administered by Contractor in accordance with the terms of this Contract, with payments to recipients issued by CSD.

5.2.2 ECIP Payments - Electric and Gas (Fast Track)

Payment for applicant's electric and/or gas energy bills shall be made by CSD directly to the utility company or in the form of a dual-party warrant, payable to the applicant and the utility company. All payments shall be deducted from Contractor's Utility Assistance allocation.

5.2.3 HEAP Payments - Electric and Gas

Payment for applicant's electric and/or gas energy bills shall be made by CSD directly to the utility company or in the form of either a dual-party warrant, payable to the applicant and utility company; or, in the case where the cost of energy is included in applicant's rent, a single-party warrant shall be issued, payable to the applicant. All payments shall be deducted from Contractor's Utility Assistance allocation.

5.3 Working Capital Advance and Major Purchase Advances

5.3.1 Working Capital Advance (WCA)

Contractor may, in accordance with applicable law, receive WCA payments of allowable program costs per this Contract, provided Contractor complies with the provisions of this section and guidance issued by CSD as is needed to implement this section. In order to receive a WCA, Contractor's financial management systems shall be compliant with the provisions of this Contract, WCA Requirements, applicable CPNs and CPAs, and the standards for fund control and accountability as established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

5.3.1.1 WCA Requirements include the following standards:

5.3.1.1.1 The WCA shall be for the minimum amounts necessary, timed in accordance with Contractor's immediate cash requirements, which will enable Contractor to carry out the purposes of this Contract;

5.3.1.1.2 WCA Requirements issued by CSD to Contractor, while conforming to the requirements of this Section 5.3.1, shall take into account the practical requirements and limitations of

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

efficient administration and the effective implementation of this Contract by both Contractor and the CSD;

5.3.1.1.3 Interest on Advances. Contractor shall deposit all advances in an interest-bearing account. Interest earned, up to $500 per year, may be retained by Contractor for administrative expenses. The account shall be sufficiently segregated to enable the tracking and accounting of WCA funds issued by CSD. Any interest earned on LIHEAP advances shall be accounted for and expended pursuant to 2 CFR § 200.305(b)(9) (45 CFR § 75.305(b)(9)); and

5.3.1.1.4 Non-advance Payments and Offsets. If Contractor elects not to request a WCA, payment for allowable expenses under this Contract shall be made upon approval by CSD of Contractor's monthly Expenditure Activity Report. If Contractor owes CSD any outstanding balances for overpayments under any contract, current or previous, the balance may be offset, based on arrangements made with the Contractor.

5.3.1.2 Contractor shall adhere to the WCA Requirements outlined in CPN-E-19-001, which is available online at: https://agencies.csd.ca.gov/home/Energy/Pages/CPNCPA-Energy.aspx.

5.3.1.3 Major Purchase Advances

In the event Contractor needs significant cash outlay for large purchases, a special advance may be requested at any time during the contract term. To request a Major Purchase Advance, the following requirements apply:

5.3.1.3.1 Request must be completed via the Major Purchase Advance Request (CSD 144);

5.3.1.3.2 Limited to purchase of items in excess of $10,000;

5.3.1.3.3 No advance will be issued until the Request for Pre-approval of Purchase/Lease (CSD 558) has been approved by CSD;

5.3.1.3.4 Procurements must comply with the open and competitive bid process, which must be documented through the Request for Pre-approval of Purchase/Lease (CSD 558);

5.3.1.3.5 Advance repayment for major purchases will be liquidated upon the first expenditure reporting period following the date of the purchase of the item or items identified in the Request

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

for Pre-approval of Purchase/Lease (CSD 558). An Advance Request (CSD 144) must reflect 100% liquidation in the month following the expected date of purchase;

5.3.1.3.6 Major Purchase Advance requests will not be granted until such time as no less than 50% of the current WCA has been repaid. The combined total amount of the WCA and Major Purchase advance cannot exceed 25% percent of the Contract or the remaining contract balance, whichever is less; and

5.3.1.3.7 Interest on Major Purchase Advances. Contractor should deposit all major purchase advances in an interest-bearing account. Interest earned, up to $500 per year, may be retained by Contractor for administrative expenses. The account shall be sufficiently segregated to enable the tracking and accounting of Major Purchase Advances funds issued by CSD. Any interest earned on LIHEAP advances shall be accounted for and expended pursuant to 2 CFR § 200.305(b)(9) (45 CFR § 75.305(b)(9)).

5.3.2 WCA and Major Purchase Advance Limits

Pursuant to 22 CCR § 100840 (a) the total amount advanced to Contractor at any time, whether in the form of a WCA or Major Purchase Advance, shall not exceed 25% of Contractor's total contract amount, excluding the Utility Assistance allocation amount. If the WCA or Major Purchase Advance request exceeds the remaining balance, then CSD shall only provide Contractor with the amount of the remaining balance. Advance amounts repaid by Contractor may be replaced by additional advances at any time as allowed in this Section 5.3 and corresponding guidance.

5.4 Program Income

5.4.1 Contractor shall maintain records of the receipt and disposition of all "program income" defined in 22 CCR § 100855(c) and pursuant to CPN-A-18-01, as income that is generated or earned as a result of LIHEAP activities.

5.4.2 Determining Net Program Income

5.4.2.1 Except as provided below in Section 5.4.2.2, any costs Contractor incurs in generating program income may be deducted from gross program income to determine net program income.

5.4.2.2 Contractor shall not deduct from gross program income any allowable program expenses for which Contractor has been, or will be, reimbursed from the LIHEAP grant award.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

5.4.3 Expenditure, Reporting, and Rollover of Program Income

5.4.3.1 Program income must be expended in accordance with the requirements for expenditure of regular LIHEAP funds, for allowable program purposes.

5.4.3.2 Contractor may expend program income during the term of this Contract. Contractor shall report all such expenditures, along with remaining unexpended program income, at the close-out of this Contract or at such other time(s) as CSD reasonably requires.

5.4.3.3 Contractor's unexpended program income at the close-out of this Contract shall roll over to subsequent LIHEAP contract(s).

5.4.3.4 If Contractor has generated program income with leveraged funding source(s) in addition to LIHEAP, the LIHEAP portion of rollover program income must be tracked by Contractor and can be used for allowable LIHEAP expenditures.

5.5 Wood, Propane and Oil Returned Payments

5.5.1 Contractor shall maintain a tracking-log of returned payments, including Supplemental WPO payments referenced in CPA-E-21-04, for services provided. Returned payments must not be entered into the Expenditure Activity Reporting System (EARS) or CSD's Combined Outcome Reporting Engine (CORE). Upon receipt of the returned payment Contractor shall make the following attempts to contact client:

5.5.1.1 Make every reasonable attempt to contact client within five business days of receiving the returned payment during the contract term. The following shall constitute a reasonable effort and be maintained in the client file:

5.5.1.1.1 One phone call attempt stating the client has the option to reclaim the returned payment and provide Contractor with the updated vendor information to reissue the returned payment amount; or

5.5.1.1.2 One letter to the client stating the option to reclaim the repayment and provide Contractor with the updated vendor information to reissue the returned payment amount.

5.5.1.2 Hold the returned payment for the client for 10 business days subsequent to all attempts to contact the client.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

5.5.1.3 If the client does not contact Contractor within the above time frames the returned payment shall be added to the current WPO allocation tracking log.

5.5.1.4 If Contractor is unable to identify the client of the returned payment the payment can be added to the current WPO allocation tracking log.

5.5.2 Contractor may expend returned payments on WPO services during the term of this Contract. Contractor shall report all such expenditures, along with remaining unexpended returned payments, at the close-out of this Contract or at such other time(s) as CSD reasonably requires.

5.5.3 Contractor's unexpended returned payments at the close-out of this Contract shall be returned to CSD.

5.5.4 Returned payments received after the close-out of the contract shall be promptly returned to CSD.

5.5.5 If Contractor is unable to determine whether the returned payment is funded from the current contract, the returned payment shall be promptly returned to CSD.

5.6 Allowable Costs

5.6.1 Cost Reporting

5.6.1.1 All costs shall be reported using a "modified accrual" or "accrual" method of accounting.

5.6.1.2 Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs.

5.6.1.3 Contractor shall report all expenditures at actual cost and shall maintain records and source documentation in such a manner as to substantiate all costs reported.

5.6.2 Administrative

5.6.2.1 General

5.6.2.1.1 Administrative costs shall not exceed the amounts as set forth in allocation spreadsheet.

5.6.2.1.2 Administrative Costs shall mean actual costs for auxiliary functions such as salaries, wages, workers compensation, and

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

fringe benefits for administrative staff, as well as for facilities, utilities, equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program.

5.6.2.2 Contractor shall use Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75) as a guide for determining administrative costs.

5.6.2.3 Administrative Equipment More Than $10,000—Acquisition Costs

5.6.2.3.1 Acquisition costs shall mean the actual costs associated with the purchase of equipment over $10,000 per unit used for administrative purposes.

5.6.2.3.2 CSD pre-approval is required for the purchases or lease-purchase option of equipment with a total value greater than $10,000 utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).

5.6.2.4 Administrative Out-of-State Travel

Administrative out-of-state travel costs shall mean cost incurred for out-of-state meeting, conferences or training that is critical to administering and/or maintaining LIHEAP. Travel expenses are limited to transportation, subsistence and related items incurred by traveling on official business on behalf of Contractor.

5.6.3 Program Costs

5.6.3.1 General

Program costs are all allowable costs other than Administrative Costs. Program costs include those actual costs that are directly attributable to the performance of this Contract and that are reasonable and necessary as determined by CSD for the purpose of delivering services.

5.6.3.2 Assurance 16

Assurance 16 costs shall not exceed the total amount set forth in the allocation spreadsheet.

5.6.3.3 Intake

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

Intake shall be allocated at 8% of the Weatherization Budget and 8% of the ECIP/HEAP Direct Services/Utility Assistance Budget based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual cost up to 8% of Final Allocation. Intake in excess of 8% may be charged as an administrative cost not to exceed allowable administrative cost maximum.

5.6.3.4 Outreach

Outreach shall be allocated at 5% each of the Weatherization, ECIP/HEAP and Direct Service/ Utility Assistance, Assistance budgets based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual cost up to 5% of Final allocation.

5.6.3.5 Training and Technical Assistance

Training and technical assistance shall be allocated up to 5% of the total Weatherization allocation and up to 2% of the total ECIP/HEAP allocation based on the Interim Allocations and/or subsequently the Final Allocation. Training and technical assistance shall not exceed these limits and shall be reimbursed at actual cost. Reimbursement shall be limited to actual cost up to 5% of Weatherization allocation, and 2% of ECIP/HEAP allocation.

5.6.3.5.1 If Contractor determines that an increase in the allowable allocation for training and technical assistance is needed to cover the cost of the software database collection system or related automation training as specified below, then Contractor must submit a request to, and obtain prior approval from, CSD.

5.6.3.5.2 Associated training and technical assistance costs may include costs related to travel, admission, materials, and actual salaries/wages. Subcontractor training costs are limited to travel, admission, and materials.

5.6.3.5.3 Training and technical assistance shall include costs associated with the completion of weatherization-related training as specified in the Training Requirement of Section 9.1 of this Contract. Training may include, but not limited to, internal contractor training, safety training, attendance of weatherization-related training to include the software database collection system or other forms of training to aid in the development and skill of staff in utilizing and supporting internal program automation systems, and/or weatherization-related workshops sponsored by utility companies, Department

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

of Energy (DOE), or CSD training. CSD training may include Local Service Provider's Meetings and Association of California Community and Energy Services Roundtable Meetings, and/or other organizations offering a component of weatherization training, and/or is necessary to carry out the direct delivery of services.

5.6.3.5.4 Training for job corps and workforce development trainees shall be limited to required CSD health and safety training sessions, unless otherwise approved by CSD.

5.6.3.5.5 Contractor staff out-of-state travel costs shall mean cost incurred for out-of-state meeting, conferences, or trainings that are critical to carrying out LIHEAP. Travel expenses are limited to transportation, subsistence, and related items incurred by traveling on official business on behalf of the Contractor.

5.6.3.6 Acquisition Costs

5.6.3.6.1 Minor Vehicle and Field Equipment Less Than $10,000 – Acquisition Costs.

Minor Vehicle and Field Equipment costs under $10,000 per unit must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

5.6.3.6.2 Major Vehicle and Field Equipment costs $10,000 or Greater – Acquisition Costs Must Be Pre-Approved

CSD pre-approval is required for the purchases or lease-purchase option of vehicles and field office equipment with a total value of $10,000 or greater, utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).

5.6.3.7 Other Program Costs:

5.6.3.7.1 Other Program Costs

Other Program Costs shall mean the actual costs associated with field staff wages, program management and support wages, ancillary supplies, disposal fees, and Historic Preservation review costs, lodging and per diem, vehicle and equipment repair, maintenance, and fuel, waste breakage, and solar water heating maintenance.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

5.6.3.7.2 Workers' Compensation

Workers' Compensation shall mean those actual costs associated with workers' compensation coverage for program staff whose salaries and wages are chargeable under program costs.

5.6.3.8 Liability Insurance

Liability Insurance shall mean those actual costs allocated for insurance bonds, general liability, vehicle insurance, and pollution occurrence insurance (if applicable).

5.6.3.9 General Operating Costs

General Operating Costs may be charged to the program and are for costs that are directly allocable to those activities defined as related facilities, office and computer equipment, office supplies, telephone, travel, and materials and activities to prevent exposure related to COVID-19 as allowable program costs.

5.6.3.10 Automation Costs

5.6.3.10.1 Contractor can expend funds to the Automation Costs (AC) in an amount not to exceed $50,000, to be used to meet contract program startup requirements such as IT automation needs to comply with updated or new Expenditure Activity Reporting System, Weatherization Database and Core ("CSD System") requirements or contractual reporting requirements programmatic in nature, related to CSD System IT expenses, and with ongoing programmatic IT expenses. AC funds are not limited exclusively to CSD System-related IT expenditures but any IT expense related to CSD System costs incurred including necessary training on upgrades to Contractor's system.

5.6.3.10.2 If Contractor expended funds in a prior year for a system and now wants to purchase a new system with AC funds, Contractor must utilize unrestricted funds and bear the full cost of the conversion to such an alternative system. Contractor may be granted a variance from this requirement provided Contractor's AC plan is appropriately revised and CSD gives its written approval of the plan and request for variance.

5.6.3.10.3 Contractor shall report all automation and IT expenditures related to compliance with the reporting requirements under this Contract in the Automation Costs line item. Such

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

expenditures may include, but is not limited to, computer and IT equipment; approved front-end database acquisition and ongoing subscription costs; IT security implementation costs; and IT systems training. All costs reported in this line item must be directly related to program functions. IT costs related to administrative functions shall be reported as administrative costs pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards (45 CFR Part 75).

5.6.3.10.4 Contractors with multiple LIHEAP contracts for the same contract year are limited to reimbursement up to $50,000 per contract. Contractor shall allocate costs among contracts when permitted and may not charge the same costs to more than one contract.

5.6.3.10.5 CSD System-related IT costs charged to the AC shall be submitted for reimbursement in accordance with CSD's normal reporting and accounting procedures.

5.6.3.10.6 CSD System-related IT costs that exceed the maximum AC amount of $50,000 may not be reimbursed by CSD.

5.6.3.10.7 Contractors that remain in contract with their front-end vendor are not required to conduct a procurement for ongoing maintenance, updates or process improvements performed by the front-end vendor.

5.6.3.10.8 Upon approval by CSD, Contractor may procure, from CAP 60 ©, Hancock™ or ServTraq©, a new automated reporting system with supplemental functionality beyond basic CSD System reporting requirements. The following provisions apply to CAP 60 ©, Hancock™ and ServTraq© System Users:

5.6.3.10.8.1 If Contractor elects to procure a new automated IT reporting system, it is the Contractor's obligation to ensure that the system procured is fully compliant with CSD System requirements. CSD's responsibility is limited to providing Contractor or its vendor with the applicable system specifications, interface and security protocols;

5.6.3.10.8.2 If Contractor expended funds in a prior year for a system and now wants to purchase a new system with AC funds, Contractor must utilize unrestricted funds, to bear the full cost of the conversion to such an alternative system. Similarly, Contractor may not use future annual AC funding for such conversion. Any alteration to this provision requires prior written approval from CSD and must include the submission of a revised AC plan; and

5.6.3.10.8.3 Systems and services procured by Contractor in order

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

to obtain and implement CAP 60 ©, Hancock™ or ServTraq© system shall be conducted in compliance with Contractor's procurement policy and with all applicable LIHEAP contract requirements and the provisions of federal and state law. Contractor may, at Contractor's option, participate in a consortium of local service providers to procure jointly an automated reporting system from CAP 60 ©, Hancock™ or ServTraq©, provided Contractor's procurement policy is not violated in such a manner as to render the process flawed or unfair. Contractor may rely on any local service provider subject to this Amendment to conduct the procurement on Contractor's behalf provided, however, that: 1) Contractor shall not be absolved from fulfilling applicable procurement obligations and requirements; 2) Contractor shall review all pertinent procurement documentation for sufficiency; and 3) make such documentation available to CSD upon request.

5.6.3.11 Weatherization Program Activities

Weatherization Program Activities shall mean those costs associated with the installation of measures to those dwellings weatherized and reported as completed, to include but not limited to, assessment, diagnostic testing, labor, materials, subcontractors, environmental inspections, permits, Home Energy Rating System (HERS Raters), and Environmental Hazard Work weatherization materials.

5.6.3.12 ECIP Emergency Heating and Cooling Services (EHCS)

ECIP EHCS shall mean those costs associated with emergency heating and cooling repair and replacement services and other related costs, including costs associated with labor, materials, subcontractors, permits, HERS Raters, Environmental Hazard Work weatherization materials, and diagnostics all as further defined by the ECIP Policy and Procedures, and the Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy. The ECIP Policy and Procedures is hereby incorporated by reference to this Contract and available on the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

5.7 Service Area Expenditures Requirements

5.7.1 For purposes of this section the following definitions apply:

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

"Service Area" means the geographical area for which Contractor receives a discrete grant allocation, whether in a contract pertaining to that geographical area alone, or in a contract covering multiple geographical areas, as for example, multiple counties.

"Service Territory" means the totality of Contractor's Service Area(s), whether: 1) a single county; 2) a portion of a single county; 3) multiple counties; or 4) a single county in combination with a portion of another county. Accordingly, the single Service Area or combined Service Areas for which Contractor provides services constitutes Contractor's Service Territory.

"Target Allocation" means the sum of money from the LIHEAP state grant designated by CSD for expenditure in a designated Service Area.

"Target Service Area" means the service area for which a grant allocation has been designated on the LIHEAP Allocation Spreadsheet attached to this Contract.

Note: If Contractor provides only some LIHEAP services to a Service Area, e.g., weatherization services only or utility assistance services only and another contractor provides other LIHEAP services in the same Service Area, the contractors are co-service providers with respect to the Service Area in question and each is responsible for that portion of the grant allocation applicable to the services it provides. Contractor's Service Territory includes a Service Area in which the grant allocation is split with another contractor.

5.7.2 This section shall apply to Contractor if any of the following pertain:

5.7.2.1 This Contract involves funding for LIHEAP services provided by Contractor in multiple Service Areas;

5.7.2.2 Contractor provides only some of the LIHEAP services in multiple Service Areas under the terms of this Contract; or

5.7.2.3 Some combination of 5.7.2.1 and 5.7.2.2 above.

5.7.3 The Target Allocation(s) specified in this Contract shall be used either: a) to provide services within the geographical boundaries of Target Service Area(s) to which the allocation applies; or b) on behalf of the recipients of benefits who reside within the Target Service Area(s), thereby ensuring that the low-income persons in each Target Service Area receive their appropriate share of the grant award and that direct program funds designated for a particular Target Service Area are not expended for services in another Service Area without good cause.

5.7.3.1 Contractor is required to expend at least 90% of the applicable Target Allocation(s) in each Target Service Area(s).

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

5.7.3.2 Contractor shall, as requested by CSD, submit a LIHEAP Production Plan estimating the number of households served by the designated allocation for each Target Service Area and the Agency Local Plan explaining how Contractor will conduct targeted outreach activities, identify service needs in Target Service Areas and track expenditures.

5.7.3.3 At the time of close-out, Contractor shall submit a report comparing Contractor's production estimates, by Service Area, to actual expenditures, what lessons were learned, and what changes in operations are anticipated in coming years.

5.7.3.4 Contractor may, subject to CSD's written approval, expend a portion of a Target Allocation in another service area in which Contractor provides services pursuant to this Contract, under the following circumstances:

5.7.3.4.1 When there is no acute need or ready opportunity for full expenditure of direct program funds in the Target Service Area; and

5.7.3.4.2 When Contractor can readily expend direct program funds in an alternate service area to avoid under expenditure or a loss of funding.

5.7.4 Notwithstanding the provisions of Section 5.7.3, Contractor is authorized under the terms of this Contract to combine the Administrative, Intake, Outreach, Assurance 16, and other program support costs, including liability insurance, workers' compensation, and general operating portion of grant allocations for multiple Service Areas for purposes of efficiency and effective contract implementation, provided such combining of funds does not unduly impair the equitable provision of services or otherwise disadvantage potential recipients of benefits in any Service Area.

5.8 Reimbursement Guidelines

5.8.1 Claims for Reimbursement

Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs. Contractor shall report actual costs incurred for actual expenditures up to any applicable maximum amounts set by this Contract.

5.8.2 Assurance 16

5.8.2.1 Assurance 16 costs and its related services include those actual costs that are directly attributable to the performance of this Contract and that are

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

reasonable and necessary as determined by the CSD for the purpose of delivering services. Assurance 16 costs shall include needs assessment, client education, budget counseling, and coordination with utility companies.

5.8.2.2 Contractor may claim Assurance 16 costs for client education only once when LIHEAP and DOE funds and services are provided concurrently in the same residential dwelling unit.

5.8.3 Wood, Propane, and Oil Assistance

5.8.3.1 HEAP WPO

Contractor may claim reimbursement for HEAP WPO expenditures and activities expenditures as required in accordance with the terms of this Contract.

5.8.3.2 ECIP WPO

Contractor may claim reimbursement for ECIP WPO expenditures as required in accordance with the terms of this Contract.

5.8.4 Weatherization and EHCS Specific

5.8.4.1 Contractor may claim reimbursement for Weatherization-related activities under the terms of this Contract as documented on the CSD Dwelling Assessment Form (CSD 540) or approved Contractor's equivalent for each eligible household not previously weatherized.

5.8.4.2 Contractor shall ensure that duplicate billings for the same product or service do not occur.

5.8.4.3 All service completed dwellings unit shall be submitted for payment within 90 calendar days of completion or by the due date of the last reporting period of this Contract, whichever is less. A service completed unit shall not be carried over into another contract period, except when there are insufficient funds to cover a portion or the entire cost of rendered services. In the event a completed unit is billed in the subsequent contract, the Contractor must also ensure that the applicant meets the income eligibility requirements.

5.8.4.4 Contractor may claim reimbursement for labor and material expenses associated with Environmental Hazard Work activities intended to assure the health, safety, and well-being of workers and dwelling occupants during the performance of in-home Weatherization and EHCS services

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

under this Contract. Environmental Hazard Work activities include activities to prevent exposure related to the disturbance of asbestos, lead paint and the COVID-19 virus. Materials shall include items that are disposable or have temporary use, such as Tyvek suits, hand sanitizer, cleaning supplies, disposable face masks, HEPA vacuum cleaner bags/filters, etc. Labor shall include those activities related to prepping and cleaning within the workspace to prevent contamination.

5.8.4.5 For emergency ECIP EHCS provided outside Contractor's normal business hours of operations, Contractor may exceed the maximum cost limits allowed for repair and replacement services. Contractor shall not request reimbursement for more than one heating and/or cooling unit repaired or replaced per household.

5.8.4.6 Measure Reimbursement

5.8.4.6.1 Measure Maximums

5.8.4.6.1.1 For those Weatherization and EHCS measures that have an established maximum rate, the reimbursement amount shall be equal to the actual labor costs of Weatherization or EHCS crew members and the actual cost of the materials, subcontracted services not to exceed the maximum reimbursement allowable.

5.8.4.6.1.2 Weatherization or EHCS measure costs exceeding the maximum reimbursement limit cannot be offset by charging the cost difference to another weatherization measure or another CSD program.

5.8.4.6.1.3 When costs for a measure exceed the maximum reimbursement allowed, Contractor shall obtain prior written approval from CSD to exceed the maximum cost reimbursement and/or quantity limit for weatherization and ECIP HCS measures as described in Reimbursement Rates for Weatherization and ECIP EHCS Activities located in Article 13. Otherwise, at the Contractor's discretion, Contractor may elect to not provide the weatherization measure/service in the event the total cost exceeds the maximum cost reimbursement.

5.8.4.6.2 Assessments and Diagnostics

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

5.8.4.6.2.1 Contractor may claim reimbursement for dwelling assessment for each eligible household.

5.8.4.6.2.2 Contractor may claim reimbursement for dwelling assessment for each eligible unit not previously weatherized.

5.8.4.6.2.2.1 For dwellings weatherized under this Contract, Contractor may claim reimbursement for a modified dwelling assessment, as defined in Article 13, to perform reweatherization or callback services during the useful life period of the initial dwelling assessment.

5.8.4.6.2.2.2 Once the useful life term has expired for the initial or last performed dwelling assessment, Contractor may claim a full dwelling assessment to perform reweatherization services.

5.8.4.6.2.3 If a dwelling was previously weatherized under a nonfederal program, the dwelling and occupant eligibility must be recertified; therefore, Contractor may claim reimbursement for assessment of dwelling.

5.8.4.6.2.4 In the case of an un-weatherized dwelling where the installation of measures was not feasible, and/or the dwelling was not accessible to install measures, Contractor may claim reimbursement for any related assessments and/or diagnostic checks that were performed.

5.8.4.6.2.5 Contractor may claim reimbursement for dwelling assessment only once when LIHEAP and DOE funds are used concurrently in the same unit.

5.8.4.6.2.6 HERS Rater and permit fees are acceptable expenses and may be charged only once per dwelling to ECIP EHCS or LIHEAP weatherization or DOE weatherization per weatherized dwelling. HERS Rater fee and permit reimbursement include subcontractor cost, staff time on job site, and fees that will be reimbursed based on the actual cost.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

5.8.4.6.3 Labor Reimbursement

5.8.4.6.3.1 Contractor shall bill the number of actual labor hours and actual labor cost incurred by weatherization crew members or other persons associated with the installation, assessment and inspection of weatherization measures, removal of debris and appliances, the procurement of permits and services performed by HERS Raters.

5.8.4.6.3.2 Contractor must be able to substantiate all actual labor hours and labor costs charged.

5.8.4.6.3.3 Actual labor hours and costs for weatherization and EHCS services shall not exceed the cumulative number of hours on the job site and shall be substantiated with client file documentation, job schedules, and payroll time records.

5.8.4.6.3.4 When the installation of a measure is subcontracted and there are billable labor hours for weatherization and/or Contractor's crew members who participate in the installation of that subcontracted measure, Contractor may bill, in addition to the subcontracted expenditure, the actual labor hours and labor costs incurred by Contractor's crew members.

5.8.4.6.3.5 Labor expenses for weatherization service delivery shall exclude labor expenses associated with training, travel to weatherization job sites, staff time not associated with the direct installation and/or performance of weatherization services and activities on the job site, downtime and general operating expenses as provided in subsection 5.8.4.6.5 Other Program Costs.

5.8.4.6.3.6 Lead Safe Weatherization

Contractor may claim reimbursement for renovator certification, defined as field-related labor costs associated with performing lead renovator certification for ensuring lead paint safety on weatherized dwellings built prior to 1978.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

5.8.4.6.4 Heating and Cooling Services (HCS/EHCS)

5.8.4.6.4.1 If, during the course of repairing a defective unit, additional problems are found that would increase the cost of repairs to an amount beyond the established limits for repairs, Contractor may claim reimbursement for incurred costs related to the repair in addition to those costs associated with the replacement of the heating/cooling appliance.

5.8.4.6.4.2 Dwellings in which a single appliance has been both repaired and replaced within the same Weatherization and/or ECIP EHCS component, or under a call-back, Contractor may claim reimbursement for both the repair and the replacement of the appliance. Contractor shall report the single appliance as both a repaired and replaced appliance.

5.8.4.6.4.3 For multi-unit dwellings with a common system (water heater, heating and/or cooling), Contractor shall prorate the cost of each common system among all dwelling units within that building envelope.

5.8.4.6.4.4 Duct repairs and replacements can only be charged to ECIP EHCS when provided in conjunction with emergency heating/cooling services performed under EHCS.

5.8.4.6.5 Other Program Costs

5.8.4.6.5.1 Wages—Field Staff

Contractor may request reimbursement for the actual labor costs including benefits related to weatherization supervisors, assessors, inspectors, and crew members that are allocable to the program but not associated with the direct installation and/or performance of weatherization services/activities on the job site and training, including, but not limited to: job scheduling, job preparation, travel time, disposal of appliances and materials, building and prepping of weatherization materials away from the job site and downtime in accordance with any

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

guidance issued by CSD.

5.8.4.6.5.2 Wages – Program Management and Support

5.8.4.6.5.2.1 Contractor may request reimbursement for the actual labor costs related to program management and support staff directly responsible for the direct management and oversight over the LIHEAP Weatherization and EHCS program activity or providing direct support to ensure the successful delivery of weatherization services.

5.8.4.6.5.2.2 Reported costs may include labor costs associated with performing direct support in coordinating the delivery and tracking of LIHEAP Weatherization and EHCS program activity, including but not limited to: job scheduling, collating and aggregating of weatherization activities and materials, staff time associated with Historic Preservation Review activities, obtaining permits, and coordination of subcontracted services.

5.8.4.6.5.3 Lodging and Per Diem

Contractor may claim reimbursement for lodging and per diem related to the installation of weatherization measures subject to travel and per diem as described in the Travel and Per Diem Section Article 4.6 of this Contract.

5.8.4.6.5.4 Disposal Fees

Disposal fees are acceptable expenses and may be charged only once to ECIP EHCS, or LIHEAP Weatherization per appliance and building material waste. Disposal fee reimbursement is limited to the actual cost of the fee.

5.8.4.6.5.5 Vehicle and Equipment Repair, Maintenance and

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

Fuel

5.8.4.6.5.5.1 Contractor may claim reimbursement for expenses related to upkeep and maintenance of vehicles and equipment used in the direct delivery of weatherization services and EHCS. Allowable costs shall be limited to expenditures associated with the maintenance of the vehicles and equipment, fuel and oil.

5.8.4.6.5.5.2 Contractor shall maintain records for fuel expenditures, vehicle maintenance and vehicle usage to substantiate allowable travel costs related to and allocable to LIHEAP weatherization.

5.8.4.6.5.6 Historic Preservation Reviews

Historic Preservation Reviews means those expenses that are subcontracted to a third-party to perform the collection and reporting of potential weatherization properties subject to Historic Preservation Review requirements.

5.8.4.6.5.7 Waste Breakage

Waste breakage are those expenses associated with weatherization materials that have been damaged and are part of Contractors' inventory or special-order materials that are allocated to CSD programs. The cost of weatherization materials that are damaged and benefit multiple programs must be prorated accordingly. Costs must be directly associated to net changes in inventory and not associated with materials chargeable to another measure line item. Reimbursement for waste breakage is not allowable for subcontractors.

5.8.4.6.5.8 Ancillary Supplies

Ancillary supplies are additional low-cost materials or supplies (such as nuts, bolts, screws, and washers) necessary to install a weatherization

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

measure and not easily identifiable to a specific measure or dwelling. Costs of ancillary supplies that benefit multiple programs must be prorated accordingly. Costs must be directly associated to net changes in inventory and not associated with materials chargeable to another measure line item. Reimbursement for ancillary supplies is not allowable for subcontractors.

5.8.4.6.5.9 Solar Water Heating Maintenance

Solar Water Heating (SWH) Maintenance are scheduled maintenance service, as established by the manufacture, in order to maintain the SWH system in good working condition.

5.8.4.7 Dwelling Status

5.8.4.7.1 Completed Units

5.8.4.7.1.1 Except as otherwise provided in the CSD Technical Reference Manual (TRM), Contractor shall not report a weatherized dwelling as completed nor shall Contractor request reimbursement for a weatherized dwelling until all weatherization measures identified as feasible during the dwelling assessment have been installed, and inspected by a Quality Assurance Inspector, and all inspection fails have been resolved.

5.8.4.7.1.2 Contractor shall not bill for incomplete units or prematurely close a unit with outstanding, unfinished weatherization measures in order to receive reimbursement for work completed. If there are measures found to be non-feasible by crew members after the initial assessment, the reason for the non-feasibility shall be documented in the client file and, the job shall be reported as completed in accordance with subsection 5.8.4.7.1.1.

5.8.4.7.1.3 Contractor shall reimburse CSD for all costs associated with the delivery of weatherization services covered under this Contract to dwellings occupied by household’s ineligible for weatherization assistance at the time such services

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

were provided.

5.8.4.7.1.4 ECIP EHCS

Dwelling units receiving services under ECIP EHCS may be reported as completed and billed immediately upon the completion of ECIP EHCS measures regardless of the completion status of weatherization measures installed in the same dwelling.

5.8.4.7.1.5 If Contractor is not able to complete weatherization or ECIP EHCS direct services during the Contract term, Contractor may complete the dwelling in the next contract year. If Contractor completes the dwelling in the next contract year, Contractor must verify the client meets the income eligibility requirements for the following year in order for the measures and dwelling to be eligible for reimbursement.

5.8.4.7.2 Building Permits

5.8.4.7.2.1 Contractor shall obtain all required permits in accordance with the TRM, prior to the commencement of all work performed, unless work is performed as a result of an emergency requiring immediate action where there is an imminent danger and requesting a permit would hinder the Contractor's ability to resolve the emergency. If an emergency is remedied, Contractor shall apply for a permit as soon as reasonably possible.

5.8.4.7.2.2 Penalties or fines imposed on Contractor or subcontractor by the local authority or building department are not allowable costs.

5.8.4.7.3 Previously Weatherized Dwellings

If the previous weatherization was performed under a nonfederal program or under this Contract, the occupant eligibility must be verified, and Contractor may seek reimbursement for the associated outreach and intake costs.

5.8.4.7.4 Leveraging Funds

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

Contractor may perform services and install energy conservation measures in a qualified dwelling as provided herein and in accordance with requirements of any other CSD program and compatible non-CSD funded program, if in the best interest of the client, provided:

5.8.4.7.4.1 Reimbursement for Weatherization or EHCS activities is claimed only once when LIHEAP and DOE, or any other funding source, are used concurrently in the same unit;

5.8.4.7.4.2 Contractor may divide materials and labor cost of a single measure among LIHEAP, DOE, or other CSD programs when the single measure in question is installed in a dwelling where Weatherization or EHCS services are provided concurrently under these programs; and

5.8.4.7.4.3 Contractor shall not bill multiple funding sources for the same product or service unless costs are allocated in such a manner that billing is not duplicative and Contractor receives no more than the total cost of the products and services provided. In accordance with TRM Appendix E Energy Audit/Priority List Protocol, individual measure leveraging of Audit Driven Measures (ADM) involving the use of DOE and LIHEAP grant funds is allowable under the following conditions:

5.8.4.7.4.4 The package of measures, including the full cost of the measure to be partially leveraged, must have an ADM Package SIR ≥ 1.0. Measures that are not included in this package do not qualify for partial measure leveraging;

5.8.4.7.4.5 Measures must have an SIR < 1.0, but ≥ 0.5, to qualify for partial measure leveraging. The amount billed under both LIHEAP and DOE cannot exceed the total cost of the installation for the measure.

5.8.5 SWEATS

5.8.5.1 Reimbursement shall be in accordance with CPN-E-20-01 SWEATS Policy.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

5.8.5.2 Public Safety Power Shut-Off Preparedness (PSPS) reimbursement shall be in accordance with CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy and CPN-E-20-02M3.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

ARTICLE 6 - REPORTING POLICIES AND PROCEDURES

6.1 Reporting Requirements

6.1.1 General

6.1.1.1 Contractor shall submit required client/job detailed data for Weatherization and ECIP EHCS activities to CSD's Weatherization Database on a monthly basis, for the period in which the service activity occurred and for which reimbursement for the service activity is requested.

Similarly, adjustments shall be submitted for the monthly period in which services occurred.

6.1.1.2 Contractor shall request reimbursement for expenditures associated with all Contract activities (excluding ECIP Fast Track and HEAP Electric and Gas) by reporting in the EARS, in accordance with CPN-E-19-002 Energy Reimbursement Policies and Procedures.

6.1.1.2.1 Expenditures for Admin, Assurance 16, Intake, ECIP WPO, HEAP WPO, ECIP EHCS, SWEATS, and EHA-16 program costs shall be reimbursed through the LIHEAP Monthly EHA 16 Expenditure Activity Report via EARS.

6.1.1.2.2 Expenditures for Weatherization Program Costs and Activities shall be reimbursed through the LIHEAP Monthly Weatherization Expenditure Activity Report via EARS.

6.1.1.2.3 Contractor shall submit adjustments in accordance with CPN-E-19-002.

6.1.1.2.4 Payment to Contractor for any given month shall be contingent upon receipt and approval by CSD of the preceding monthly submission.

6.1.1.3 Contractor shall ensure that the data reported in the Weatherization Database and the request for reimbursement reported in EARS, reconcile in accordance with CPA-E-18-005.

6.1.1.4 Contractor shall submit client details electronically to CORE for ECIP Fast Track, HEAP Electric and Gas, ECIP WPO, and HEAP WPO.

Contractor shall submit to CORE, applications that have received a pledge for ECIP Fast Track or HEAP Electric and Gas to CORE, within the

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

timeframe specified in the Direct Pay Utility Pledge Timeframe document located on the contract page of the CSD Local Agencies Portal.

6.1.1.5 Contractor shall submit requested client files, records, and documents to the File Transfer Protocol (FTP) Server as requested by CSD. CSD shall use Contractor submitted documents to perform an in-house desk review to verify compliance with financial, administrative, and programmatic requirements.

6.1.1.6 Reporting System Requirements

6.1.1.6.1 CSD will provide Contractor with specifications of minor IT reporting changes or other minor changes, and upon receipt of the specifications, Contractor shall implement system changes in their local system within 30 calendar days. Minor changes are those that are routine in nature to begin performance under the Contract such as but not limited to adjustments to the Expenditure Activity Report layout, adding or deleting measures and adjusting eligibility guidelines.

6.1.1.6.2 Major reporting changes, upon receipt of the specifications, shall be implemented in Contractor's local system as negotiated by CSD. Major IT system changes are those changes made to the business rule validations as listed in the most current Weatherization DTR and/or new field lines as outlined in the Data Transfer Reference Document (Schema-Breakdown). The most current Weatherization DTR and Data Transfer Reference Document (Schema-Breakdown) are located on the CSD Local Agencies Portal on the System Specification website page.

6.1.2 Solar Warranty and Maintenance Reporting

Contractors participating in the Solar Water Heating (SWH) Project shall report to CSD whenever warranty work and/or maintenance are required on any Solar Water Heating Systems installed under the SWH Program and CSD's Low-Income Weatherization Program (LIWP). The SWH Warranty and Maintenance Report shall include a written description of the following:

6.1.2.1 Dwelling address at which warranty and/or maintenance work was provided;

6.1.2.2 Reason for warranty and/or maintenance work (what was the problem);

6.1.2.3 The date (or dates) on which warranty and/or maintenance work was

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

provided; and

6.1.2.4 List of the costs charged to the LIHEAP contract for the warranty and/or maintenance work.

The SWH Warranty and Maintenance Report shall be submitted no later than 30 calendar days after the month in which reimbursement for the warranty and/or maintenance work is requested.

The SWH Warranty and Maintenance Report shall be submitted, via email, to wx@csd.ca.gov with the words "SWH Warranty and Maintenance Reports" in the Subject line.

Contractor shall retain all warranty and maintenance reports for the life of the warranty.

6.1.3 CSD Review and Approval of Reports

6.1.3.1 CSD shall review and approve Contractor's monthly reimbursement/activity reports before offsets to advances or reimbursement payments are issued. CSD will conduct an ongoing evaluation of Contractor's performance related to program and fiscal operations and its demonstrated ability to effectively utilize all funds available under this Contract.

6.1.3.2 The issuance of other CSD contracts, including reimbursement payments to the Contractor, shall be contingent upon timely receipt of the required reports and/or compliance with the material requirements of this Contract.

6.1.4 Close-out Report

6.1.4.1 Contractor shall submit on appropriate CSD forms, a close-out report, verifying all actual, allowable, and allocable costs earned during the term of this Contract and return all excess reimbursement and unexpended funds to CSD within 90 calendar days of the expiration of this Contract. If Contractor fully expends funds prior to the end of the contract term, all appropriate CSD close-out forms shall be submitted within 90 calendar days of final expenditure.

6.1.4.1.1 Administrative costs, outreach, intake, Assurance 16, Training and Technical Assistance shall not exceed the maximum allowable amounts.

6.1.4.1.2 Administrative and Assurance 16 costs shall remain proportionate to the cumulative allowable program

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

expenditures for Direct Services and Utility Assistance. Any Administrative and Assurance 16 costs that exceed these limits shall be disallowed.

6.1.4.1.3 Subsequent payments, including advance payments, for LIHEAP or other CSD contracts may be withheld, absent timely receipt of the close-out report of this Contract.

6.1.4.2 The issuance of other CSD contracts, and reimbursement and advance payments for existing contracts, may be withheld, absent receipt of the close-out report which is due no later than 90 calendar days after Contractor fully expends or the end of the Contract term.

6.1.4.3 The close-out report shall include the following:

6.1.4.3.1 Close-out checklist with authorized signature (CSD 733);

6.1.4.3.2 Interest and Program Income Earned Reconciliation Report (CSD 733F);

6.1.4.3.3 Report comparing production estimates, by Service Area, to actual expenditures, what lessons were learned, and what changes in operations and service delivery are anticipated in coming years; and

6.1.4.3.4 Equipment Inventory Schedule (CSD 733G).

6.1.4.4 Interest and Program Income-Earned

Contractor shall use a CSD 733F, LIHEAP Interest and Program Income Earned Close-out Reconciliation, to report actual costs and/or interest income earned and expended. Pursuant to 22 CCR § 100855 and in accordance with CPN-A-18-01 Program Income, program income earned and expended are subject to the expenditure and reimbursement guidelines for the program year in which expenditures occurred.

6.1.4.5 Any weatherization materials purchased with the funds under this Contract and remaining at the Contract expiration shall be credited against Contractor's weatherization materials expenditures under this Contract and charged to whatever other weatherization program Contractor may have in effect. If Contractor has no other weatherization program in effect, CSD shall determine how the materials will be disposed and what, if any, financial adjustments are required.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

SUBVENTION CONTRACT

PROGRAMMATIC REQUIREMENTS

ARTICLE 7 - PROGRAM POLICIES AND PROCEDURES

7.1 LIHEAP Agency Local Plan

7.1.1 Contractor shall submit an annual LIHEAP Agency Local Plan to CSD by a date as determined by CSD. The LIHEAP Agency Local Plan is intended to systematize the gathering of planning information to assist CSD with its obligations under federal statute to provide programmatic assurances to the Secretary of the U.S. Department of Health and Human Services under the LIHEAP block grant and to enable the Contractor to plan and propose an annual budget that is consistent with the purposes of the Low-Income Home Energy Assistance Program and reflective of the needs of the local low-income population.

7.1.2 CSD will review the annual LIHEAP Agency Local Plan to ensure compliance with federal and state laws and departmental requirements.

If the LIHEAP Agency Local Plan documents do not indicate that the Contractor's proposed services and activities are in compliance with federal and State law governing the LIHEAP block grant, CSD may require Contractor to amend or supplement the responses or documentation, prior to execution of this Contract by CSD.

7.1.3 CSD's approval of the LIHEAP Agency Local Plan documents submitted by Contractor shall not be construed as approval of any costs expended under this Contract. The approval of all expenditures remains subject to the federal and state requirements that the actual costs be allowable and allocable in accordance with applicable statutes, regulations, and the provisions of this Contract.

7.2 Program Standards and Regulatory Requirements

7.2.1 Program Standards

7.2.1.1 Contractor shall adhere to all CSD program standards pursuant to the following documents which have been incorporated by reference and made part of this Contract as if attached hereto:

7.2.1.1.1 CSD Technical Reference Manual (TRM);

7.2.1.1.2 ECIP Policy and Procedures;

7.2.1.1.3 Official State and Federal Program Notices and Guidance Documents;

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

7.2.1.1.4 Current Eligibility and Verification Guide;

7.2.1.1.5 Weatherization DTR; and

7.2.1.1.6 Utility Assistance Data Transfer Business Rules.

7.2.1.2 Upon signing the CSD contract, Contractor is acknowledging receipt of all current technical manuals, policies, and protocols.

7.2.1.3 In the event of inconsistencies between policies and field protocols contained within the TRM and/or the Weatherization Policies and Procedures and this Contract, Contractor shall abide by the terms of this Contract.

7.2.2 Regulations

7.2.2.1 Standards contained in the most current Uniform Building Code and local city and county codes shall take precedence over the CSD TRM if the code requirement is not included in the manual and/or is more stringent.

7.2.2.2 All work performed by Contractor shall be in compliance with the most current and applicable provisions of the California Energy Commission Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, California Home Energy Rating System (HERS) Program regulations.

7.2.2.3 Services provided to all covered pre-1978 dwellings shall be in compliance with the most current Environmental Protection Agency rules in 40 CFR Part 745 et seq., Lead-Based Paint Poisoning Prevention in Certain Residential Structures, and the Housing and Urban Development rules in 24 CFR Part 35 et seq., and Lead-Based Paint Poisoning Prevention in Certain Residential Structures.

7.2.2.4 All materials utilized for weatherization and ECIP EHCS purposes shall be in conformance with the Department of Housing and Human Services rules in 45 CFR Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

7.2.2.5 All materials used must be in compliance with TRM material specifications for LIHEAP.

7.2.3 Title 24

7.2.3.1 Contractor shall, when required by its local jurisdiction, obtain a building permit when additions or alterations of existing residential buildings are

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

performed or when a component, system, or equipment of an existing building breaks, cannot be repaired and must be replaced.

7.2.3.2 Title 24 requirements are applicable only to energy conservation measures and Health and Safety replacement of heating, cooling, and water heating appliances performed in dwellings located within specific California Energy Commission (CEC) Climate Zone areas. Requirements to be applied are those specific to the California Energy Commission (CEC) Climate Zone where the dwelling is located. For a listing of the CEC climate zones, refer to the CSD Local Agencies Portal website at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

7.2.3.3 Contractor shall obtain the services of a qualified HERS Rater when required to perform required field verification and diagnostic testing on applicable weatherization measures and building alterations performed under this Contract.

7.2.3.4 The HERS Rater shall be an independent entity from the builder or subcontractor performing the building alteration and/or energy-efficiency improvement being tested and verified and shall have no financial interest in the work performed.

7.2.4 Pre-1978 Dwellings

7.2.4.1 Lead-based paint is presumed to be present in all pre-1978 units unless the dwelling unit has previously been certified by a California Certified Inspector/Risk Assessor to be lead-free.

7.2.4.2 HUD units not previously certified to be lead free, built prior to 1978, and receiving weatherization services in which painted surfaces exceeding de minimis levels are disturbed, require the successful achievement of lead-safe standards after the completion of weatherization services. Contractor shall assure that a third-party California Certified Inspector/Risk Assessor performs the clearance inspection after the completion of weatherization services and that the Assessor deems the weatherized HUD unit as lead-safe.

7.2.4.3 Contractor shall document notification to tenants of multi-unit housing of weatherization and/or renovation activities in common areas using the Notice of Weatherization/Renovation (CSD 320) or approved Contractor's equivalent and Record of Tenant Notification Procedures (CSD 322) or approved Contractor's equivalent.

7.3 Prioritization of Services

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

7.3.1 Contractor assures that ECIP, HEAP, and Weatherization activities are conducted in accordance with the Agency Local Plan in Article 14.

7.3.2 Activities shall be designed to provide assistance to low-income households in meeting their home energy costs, particularly those with the lowest incomes that pay a high proportion of household income for home energy, and that such methods to be utilized, and shall assure that eligible households, particularly those households with elderly individuals, disabled individuals, or children five years and under are made aware of the assistance available under this Contract.

7.4 Service Priority Guidelines

7.4.1 Contractor shall give first priority for services to those households with the lowest income and highest energy burden. In addition, Contractor shall factor into its first priority for services those households with the following vulnerable populations: young children (ages five years or under), disabled, and elderly persons (ages 60 years or older), in accordance with the Agency Local Plan.

7.4.2 Contractor may give first priority for services to those households whose members have life-threatening emergencies.

For the ECIP Fast Track, HEAP Electric and Gas, ECIP WPO and HEAP WPO program components, Contractor shall assign prioritization points consistent with the Agency Local Plan in Article 14.

7.4.3 Due to limited funding, contractors are discouraged from providing either:

7.4.3.1 Energy assistance benefits to households with substantial credit(s) on its utility bills; and/or

7.4.3.2 Weatherization services to dwellings previously weatherized under LIHEAP within the past four years. Contractors shall prioritize services to previously weatherized dwellings in accordance with the Agency Local Plan in Article 14.

7.4.4 Equitable Treatment

Contractor shall ensure that owners and renters receive equitable treatment under this program.

7.5 Outreach and Intake Activity Guidelines

7.5.1 Outreach

Contractor shall perform appropriate outreach activities to ensure that households in

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

the service area(s) are informed about all LIHEAP services and have an opportunity to apply for such services.

7.5.2 Intake

Contractor shall use intake program funds for determining eligibility of applicants seeking LIHEAP services. Services include the process of completing an intake application and reviewing applicant documentation. Contractor shall:

7.5.2.1 Establish reasonable hours whereby applicants will have access during regular business hours to seek program information with an assurance that the Contractor shall respond to the applicant's request within a reasonable amount of time;

7.5.2.2 Ensure applicants have access to applications, whether in hardcopy, electronic format, during regular business hours. Contractors whose offices are not staffed Monday through Friday must arrange for alternative points of access to LIHEAP applications. Contractor may satisfy this requirement by posting their application for download on their website or post a link directing applicants to an application posted at CSD's website at www.csd.ca.gov or at alternate location(s) or by mailing applications;

7.5.2.3 Accept applications for assistance during regular business hours;

7.5.2.4 Accept applications for ECIP Fast Track and WPO at sites that are geographically accessible to all households in the area served by Contractor;

7.5.2.5 Provide low-income individuals who are physically infirm with the means to submit applications for HEAP and ECIP without leaving their residences;

7.5.2.6 All sites where intake is conducted must be accessible to the disabled;

7.5.2.7 Contractor shall utilize the Energy Intake Form (CSD 43), or approved Contractor's equivalent, as a multipurpose form for referrals to the LIHEAP Weatherization program, the ECIP EHCS program, HEAP program, and DOE program; and

7.5.2.8 If Contractor opts to "pre-screen" applicants for benefits by discussing eligibility criteria and by counseling potential clients in advance of their completing and submitting an Energy Intake Form (CSD 43) or approved Contractor's equivalent, Contractor must apply income guidelines and Contractor's Priority Plan when prescreening applicants. If the applicant appears to be ineligible, Contractor must so inform the applicant but must

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

nevertheless notify prescreened applicants of the right to apply for benefits upon changes in the prescreened applicant's circumstances and status. Energy Intake Form (CSD 43) or approved Contractor's equivalent must be provided to a potential client upon request, whether or not a prescreening process is employed.

7.5.3 Applicant Written Notification of Benefits

Within 15 business days of receiving an application Contractor shall provide the applicant written or electronic notification of the application status, indicating whether the application has been approved, denied, deemed incomplete, or is still pending review.

7.5.3.1 If approved, the notice shall indicate the nature and an approximate timeframe in which the utility assistance payment will be provided and when weatherization services may be scheduled or if a referral was made to for weatherization services. The name of the utility company and the amount of the benefits also shall be included in the notification for Utility Assistance.

7.5.3.2 If denied, the notice shall indicate the reason for the denial and information regarding the appeal process.

7.5.3.3 If incomplete, the notice shall indicate what additional information or documentation is required.

7.5.3.4 If pending review, the notice shall provide a revised estimate of when the status of the application will be determined. Contractor must follow-up with a notification when a determination has been made.

7.5.3.5 If added to the waitlist for weatherization and the application is not processed, the notice shall provide the amount of time the application will be kept on file, disclaimer that the applicant is not guaranteed services and how applications are prioritized for services.

7.6 Assurance 16 Activity Guidelines

Assurance 16 program funds shall be used for services that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance such as needs assessment, client education and budget counseling, and coordination with utility companies. These funds may not be used to identify, develop, and/or demonstrate leveraging programs.

7.6.1 Needs Assessment

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

Contractor must conduct a needs assessment for each client who submits an application that shall include computing the energy burden of each applicant's household and prioritizing households in accordance with Agency Local Plan in Article 14.

7.6.2 Client Education/Budget Counseling – General Requirements

Contractor shall provide all recipients of energy assistance under this Contract with applicable energy conservation information and budget counseling in accordance with the Contractor's approved Agency Local Plan in Article 14. As a minimum Contractor shall include the following:

7.6.2.1 Information regarding the importance of applying for energy assistance prior to falling behind in utility payments and information concerning various utility company budget payment plan(s) and other forms of energy assistance offered within the State;

7.6.2.2 Written information that describes energy-saving behavioral adjustments that will decrease the energy consumption of the household; and

7.6.2.3 Resource information, referral, family, and budget counseling in order to assist clients in achieving self-sufficiency.

7.6.3 Client Education/Budget Counseling – Weatherization and ECIP EHCS Specific

7.6.3.1 In addition to the above provisions, Contractor shall place in the client's file the Client Education Confirmation of Receipt (CSD 321) or approved Contractor's equivalent that substantiates that the client was provided with energy conservation, budget counseling, lead-based paint safe, mold and moisture, radon, and asbestos education.

7.6.3.2 Contractor shall provide the EPA pamphlet, "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools."

7.6.3.3 Contractor shall provide to all clients the EPA pamphlet, "A Brief Guide to Mold, Moisture, and Your Home."

7.6.3.4 Contractor shall provide the client with a description of the benefits that the client can expect to receive as a result of the weatherization measures installed and diagnostic tests performed in the dwelling.

7.6.3.5 Contractor shall provide the client with an explanation of the effect of each measure in terms of preventing air infiltration or the escape of heated or cooled air from the dwelling and how to maximize the effect of such

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

measures.

7.6.3.6 Contractor shall provide all clients with the EPA pamphlet, "A Citizen's Guide to Radon: The Guide to Protecting Yourself and Your Family from Radon."

7.6.3.7 The California Department of Public Health fact sheet FAQs "About Asbestos in the Home and Workplace".

7.6.4 Coordination

7.6.4.1 Contractor shall refer all potentially eligible applicants, including HEAP applicants, to the LIHEAP Weatherization Program, ECIP EHCS, California Alternative Rates for Energy Program (CARE), Reduced Rate Program (RRP), Arrearage Management Payment (AMP) Plan, DOE, or other energy or conservation programs. Contractor shall coordinate its activities with other federal, state, or local energy conservation programs with the goal of conserving energy, improving thermal efficiency, or defraying energy costs of low-income households.

7.6.4.2 Contractor shall provide assistance in coordinating the payment of client's energy/utility bill with the appropriate energy vendor or utility company. Contractor may also perform other coordinative activities with energy vendors/utility companies to provide input relative to the energy assistance needs of California's low-income households and a proactive educational concept in serving clients. This includes attending the California Public Utilities Commission's Low-Income Oversight Board Committee meetings.

7.7 Leveraging Activities

7.7.1 When ECIP EHCS services are provided Contractor shall refer, schedule or recommend a subsequent weatherization assessment, in accordance with the CSD TRM.

7.7.2 Leveraging weatherization funds may be used to install feasible measures in accordance with the CSD TRM. Client files shall be documented accordingly.

7.7.3 If Contractor is leveraging with non-CSD funded programs to meet CSD program requirements, then Contractor shall ensure that any non-CSD leveraged-funded activity performed in conjunction with the Weatherization and/or the ECIP EHCS program, is in conformance with weatherization guidelines. If permitted by the leveraged-funding source, Contractor shall document within the Weatherization and/or ECIP client file the activity performed, date of the activity performed, and the source of the leveraged funds. If the leveraged-funding source prohibits the disclosure

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

of such information, Contractor shall as a minimum make reference to the leveraged activity within the weatherization and/or ECIP client file.

7.7.4 If Contractor is leveraging with DOE, all DOE requirements shall apply.

7.7.5 CSD may use information about leveraged activities paid for with funds from leveraged-funding source for the purpose of verifying the delivery of services. CSD may review and verify or use a third-party inspector to review and verify that the leveraged-funded activities conform to applicable LIHEAP standards and practices.

7.8 Record-Keeping Responsibilities

7.8.1 Contractor shall maintain client intake/needs assessment form(s) for Weatherization, HEAP, and ECIP, together with appropriate supporting documentation and shall maintain separate client files containing supporting documents related to disqualifications, denials, and appeals for each applicant who is not certified as being eligible to receive assistance.

7.8.2 Contractor shall ensure that the ECIP Home Energy Supplier Assurance (CSD 416) or approved Contractor's equivalent is completed by each nonregulated utility company, e.g., propane suppliers, wood suppliers, etc., providing services to clients of this Contract.

7.8.3 Contractor shall make a reasonable effort to collect the completed Client/Customer Consent Form and Authorization to collect energy usage data when the client applying for services is not the person listed as the account holder of the utility bill. Client services shall not be denied if the client or bill account holder refuses to sign the consent form.

7.8.4 All Client Files – General Requirements

Contractor shall maintain a separate file for each applicant by either a hard copy or electronic file, or a combination of both. Contractor must ensure that the method selected to maintain files does not impose unreasonable effort in CSD's ability to review any files. These files shall include, the following documentation, when applicable:

7.8.4.1 For Public Agencies only: Statement of Citizenship, Alienage and Immigration Status for Public Benefits, (CSD 600), and supporting documents;

7.8.4.2 Energy Intake Form (CSD 43) or approved Contractor's equivalent. Priority points must be written in the designated space on the Intake form;

7.8.4.3 Multi-Family Property Intake Form (CSD 43 MFP) or approved

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

Contractor's Equivalent;

7.8.4.4 Utility/energy bill(s) for all sources of energy used by qualified households;

7.8.4.5 Documentation supporting eligibility in accordance with the Eligibility and Verification Guide;

7.8.4.6 Client Education Confirmation of Receipt (CSD 321) or approved Contractor's equivalent that substantiates that the client was provided services in accordance with Assurance 16 requirements;

7.8.4.7 Client denial or approval notification; and

7.8.4.8 Client/Customer Consent Form and Authorization (CSD 081) – Only requested when the client is not the account holder of the utility bill.

7.8.5 Client Files - ECIP Fast Track, ECIP WPO, HEAP, and WPO

Contractor shall maintain the following documents for each applicant receiving cash assistance services, as applicable:

7.8.5.1 Documentation that substantiates the requested ECIP Fast Track supplemental payment including the total amount due (at the time of intake) to the utility company, reconnection fees, and any other assessed utility fees/surcharges; it shall provide the condition(s) that establishes eligibility for benefits in accordance with ECIP Fast Track Benefit Determination Section 8.3 in subsection 8.3.3.3; and

7.8.5.2 Documentation that substantiates the requested ECIP WPO and WPO payment and supplemental payment in accordance with CPA-E-21-04 and CPA-E-21-04E WPO Benefit Formula Policy.

7.8.5.3 Documentation substantiating the portion of rent that is allocated toward energy costs.

7.8.6 Client Files - Weatherization and/or ECIP EHCS Specific

Contractor shall maintain the following documents for each applicant receiving weatherization and/or ECIP EHCS services, if applicable:

7.8.6.1 CSD Dwelling Assessment (CSD 540 series which includes: 540 Dwelling Assessment, 540A Weatherization Mold Assessment and Release, 540B Optional Customer Assessment Summary, 540C Whole-Dwelling Ventilation Calculation Worksheet, 540D Mechanical Ventilation

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

Assessment, and 540E Refrigerator SIR Calculation Sheet) or approved Contractor's equivalent;

7.8.6.2 Combustion Appliance Safety Inspection (CASIF) (CSD CASIFs 700 or CSD 702 series);

7.8.6.3 Shell Leakage Data Sheet (CSD 704);

7.8.6.4 Duct Test Data Sheet (CSD 706);

7.8.6.5 CSD Weatherization Deferral (CSD 542) and other source documentation supporting deferrals and appeals;

7.8.6.6 Notice of Weatherization/Renovation (CSD 320) or approved Contractor's equivalent;

7.8.6.7 ECIP EHCS Assessment (CSD 57);

7.8.6.8 Record of Tenant Notification Procedures (CSD 322) or approved Contractor's equivalent;

7.8.6.9 Energy Service Agreement for Occupants (CSD 515A) or approved Contractor's equivalent;

7.8.6.10 Energy Service Agreement for Rental Property Owners (CSD 515B) or Contractor's equivalent;

7.8.6.11 Contractor Post-Weatherization Inspection Report (CSD 611);

7.8.6.12 Multi-Unit Dwelling Unit Eligibility Certification (CSD 75P) or approved Contractor's equivalent;

7.8.6.13 Client confirmation of work completed;

7.8.6.14 Required building permits or buildings permit applications, or documentation of permit cost; and documentary evidence of final permit;

7.8.6.15 Copy of lead clearance inspection by a California Certified Inspector/Risk Assessor for applicable pre-1978 HUD units;

7.8.6.16 Waivers from CSD to exceed maximum costs of weatherization measures;

7.8.6.17 Documentation that substantiates all actual labor hours including a time and activity log associated with each job;

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

7.8.6.18 Documentation of weatherization measures installed and leveraged with other CSD and non-CSD weatherization program funds;

7.8.6.19 Documentation that substantiates the criteria and basis for replacement of gas and electric appliances, including results of required diagnostic tests, and the non-feasibility of Mandatory Measures not performed or installed;

7.8.6.20 Documentation indicating the manufacturer, manufacture date, make, and model and metering information for all refrigerator replacements;

7.8.6.21 Documentation referring to CSD or non-CSD weatherization;

7.8.6.22 Documentation of HERS inspection report and a copy of the invoice from the HERS Rater, in addition to the Residential Compliance Form (CF-1R, CF-4R and CR-6R);

7.8.6.23 Documentation providing evidence that the client receiving disaster-related services was a victim of a natural disaster;

7.8.6.24 All Historic Preservation Online (HPO) review documentation, including copies of the printed Project Description sheet (PDS) and HPO site e-mails;

7.8.6.25 Photographic documentation as required by the CSD TRM;

7.8.6.26 Building File Report (BFR) and Improvement Analysis Report (IAR) in each client file and retention of electronic audit file;

7.8.6.27 Documentation of attempts to schedule post-weatherization inspection appointments if inspection could not be performed;

7.8.6.28 Lead Safe Weatherization and Lead Renovation, Repair and Painting Compliance Report (CSD 708);

7.8.6.29 Notice of Survey by Electrical Contractor (CSD 543);

7.8.6.30 REM Energy Audit Entry Form (CSD 544);

7.8.6.31 Insulation Certificate (CSD 610); and

7.8.6.32 REM/Design Multi-Family Input Sheet (CSD 808).

7.8.7 Client Files – SWEATS Specific

Contractor shall maintain the required documents for each applicant receiving

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

services under SWEATS in accordance with CPN-E-20-01 SWEATS Policy.

7.8.8 Translation of Forms

Contractor shall use a certified translator deemed qualified by the Contractor when translating CSD forms that require a client/customer signature into a foreign language.

7.8.9 Weatherization and ECIP EHCS Specific

7.8.9.1 Labor and Materials

7.8.9.1.1 Contractor shall maintain documentation in such a manner that include job references and total labor hours so that actual costs and actual labor hours billed to the weatherization and ECIP EHCS programs can be substantiated.

7.8.9.1.2 Contractor shall document all costs expended under this Contract with purchase orders, inventory records, and payroll records identifying the funding source.

7.8.9.1.3 Contractor shall maintain documentation in such a manner to prove that materials used under this program conform to the requirements contained within the CSD TRM and state, county, or local regulations.

7.8.9.2 Training

Contractors who perform weatherization and ECIP EHCS services are required to input, update, and maintain employee data in the CSD Training Database. The Training Database is located and maintained on the CSD Local Agencies Portal and is a repository for Contractor and their subcontractors to track and monitor employees' completed trainings as they progress through the CSD training curriculum. The Training Database shall also document all training received for each employee and shall include for each training session/course the source/location, type/content, and completion date.

7.8.9.2.1 CSD shall maintain all training records in the Training Database for trainings completed through the CSD Online Weatherization Training Center, CSD-approved Training Centers, and field or classroom training provided by CSD or its agents.

7.8.9.2.2 Contractors shall maintain all training records in the Training

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

Database for trainings provided by third parties for OSHA 10, OSHA 30, and EPA Renovator certifications as designated by CSD.

7.8.9.2.3 Contractors shall be responsible for maintaining the required training records in the same manner for their subcontractors.

7.8.9.2.4 Contractors shall update the Training Database employee information on or before the first day of each subsequent month.

7.8.9.3 Equipment

7.8.9.3.1 Contractor and subcontractors who perform combustion appliance safety tests shall maintain the Carbon Monoxide Analyzer Calibration Log (CSD 785) documenting the calibration of all analyzers as required.

7.8.9.3.2 Contractor and subcontractors who perform shell leakage testing and duct leakage diagnostic tests shall maintain the Manometer Calibration Log (CSD 786) documenting the calibration of all manometers as required.

7.8.9.3.3 Contractor and subcontractors who keep an inventory of portable appliances for the SWEATS program shall maintain a log documenting the location of all portable appliances on loan and in reserve. The log shall document the retirement or loss of the equipment.

7.8.9.4 Energy Audits

7.8.9.4.1 Contractor shall maintain electronic records generated from the REM/Design audit software for the required period of three years from submission of final report or until resolution of all related audit or monitoring findings, enforcement action, including cost disallowance, legal proceedings or other pending matters, whichever is later in accordance with Section 4.3.

7.8.9.4.2 Contractor shall make all records generated from the REM/Design audit software accessible to CSD, or a third-party inspector acting on CSD's behalf, for the purpose of a third-party inspections or monitoring.

7.8.9.4.3 Contractor shall submit all REM audits through the CSD Energy Audit Submittal System, including the initial audit

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

submittal and resubmittals reflecting changes based on CSD feedback. A final audit shall also be submitted to address one or more of the following:

7.8.9.4.3.1 Changes in measure cost; input of final duct or shell leakage readings, in lieu of estimated leakage used for initial improvement analysis;

7.8.9.4.3.2 Changes to the final scope of work; any decisions related to full or partial measure leveraging.

7.8.10 Automation

7.8.10.1 Contractor shall use an automated application system capable of supporting LIHEAP's (Weatherization, ECIP EHCS, ECIP WPO, and HEAP WPO) data collection, reporting requirements, and client data transmission to CSD. No database transfer will be accepted prior to the completion of successful data file transfer testing to CSD. Contractor shall submit the data in accordance with CSD's Weatherization DTR layout found at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx. Contractor shall exercise best practice and perform a daily backup of all client data/application systems that capture LIHEAP service detail. Contractor shall assure that adequate files are maintained as required in Section 7.8.

7.8.10.2 Contractor shall also be responsible for monitoring the CORE online reports and for resolving payment issue(s) related to the delivery of benefits. The Agency Allocations/System Maintenance screen shall display historical and current detail level of program allocation information, summarizing Contractor's annual program allocation, expenditures, and returned benefits eligible for reissuance, if any. The Variance Report shall display the detail level of benefit information whereby the eligible benefit amount differs from the paid benefit amount. For resolution of partial credit returns, Contractor shall be responsible for following up with the client to resolve payment issue(s) and for providing CSD with the necessary information to reissue benefit(s). For full credit returns and warrant redeposits, Contractor shall be responsible for resolving and updating client data in CORE to reissue benefit(s).

7.8.10.3 Utilizing reporting options available within the CORE On-Line System, Contractor shall be responsible for generating HEAP and ECIP (Fast Track) reports to attain data specific to the following: rejected records, intake data, client and payment status, expenditures and current allocation balance, returned benefits, summarized county energy costs and burden, and a year-to-date goal status.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

ARTICLE 8 - PROGRAM IMPLEMENTATION

8.1 HEAP/WPO Activity Guidelines

8.1.1 Applicant Eligibility

8.1.1.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income.

8.1.1.2 Income verification must be for one month. For acceptable types of documentation and processing timeframes, refer to the current LIHEAP Eligibility and Verification Guide at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

8.1.1.3 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for WPO to determine the client's energy burden.

8.1.2 Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year. However, Contractor can use program income to provide a supplemental ECIP Fast Track/WPO or HEAP/WPO for clients experiencing an extenuating circumstance. In addition to receiving one ECIP (Fast Track/WPO) or HEAP/WPO payment and/or supplemental program income benefit payment, eligible households may receive ECIP EHCS services and/or other weatherization services.

8.1.3 Contractor must ensure that the issuance of HEAP WPO benefits are in accordance with CPA-E-21-04 WPO Benefit Formula Implementation.

8.1.4 Contractor must exercise due care to ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur at any time during the term of this Contract.

8.1.5 Once applicants meet the eligibility and prioritization criteria and funds are available:

8.1.5.1 Contractor shall complete the ECIP/HEAP Payment Request Confirmation (CSD 415) or approved Contractor's equivalent form or approved Contractor's equivalent process that confirms payment was made to the client's account. If the client does not have an account, confirmation of the delivery of the benefit to the client is required;

8.1.5.2 Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil;

8.1.5.3 CSD will not make payments to clients for WPO assistance; and

8.1.5.4 Before paying energy vendors, Contractor shall verify that charges for the

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

services and goods provided are reasonable and within fair market value.

8.1.6 Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.

8.1.7 Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred, unless a formal contract, approved by CSD, between Contractor and vendor provides for other terms.

8.2 Weatherization Activity Guidelines

8.2.1 Applicant Eligibility

8.2.1.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income.

8.2.1.2 Income verification must be for one month. For acceptable types of documentation, refer to the current LIHEAP Eligibility and Verification Guide at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

8.2.1.3 Contractor shall certify a household's income eligibility prior to the delivery of energy program services.

8.2.1.4 The income certification shall remain in effect for a period of 120 days from the date applicants are deemed eligible for services.

8.2.1.5 Contractor shall recertify household's income eligibility by obtaining updated income verification documentation if the dwelling assessment has not been completed within 120 days from the income certification date.

8.2.1.6 In the event the Contractor is unable to perform all weatherization services within the 180 days from dwelling assessment date, Contractor shall obtain updated income verification documentation to recertify the household's income eligibility.

8.2.1.7 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for wood, propane, and oil to determine the client's energy burden.

8.2.2 Dwelling Eligibility

8.2.2.1 Contractor shall perform the assessment of weatherized dwellings within 120 days of the income certification date to receive weatherization

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

assistance services.

8.2.2.2 Contractor shall complete the post-combustion appliance safety test within 60 days from the date of the pre-combustion appliance safety test. In the event the Contractor is unable to perform the work associated with the combustion appliance safety testing and the post-combustion appliance safety test within the 60-day period, Contractor shall perform another pre-test for the dwelling prior to commencing the delivery of any form of weatherization assistance services.

8.2.2.3 Contractor shall complete weatherization services within 180 days from the date of the original assessment of a dwelling.

8.2.2.4 Permission to Provide Services

8.2.2.4.1 Contractor shall obtain written permission of the owner-occupied dwelling from the tenant and the owner (or owner's agent) to perform any weatherization services. Such permission shall be recorded on the Energy Service Agreement for Occupant (CSD 515A) or approved Contractor's equivalent or the Service Agreement for Rental Property Owner (CSD 515B) or approved Contractor's equivalent.

8.2.2.4.2 If during the course of performing weatherization services in a dwelling, Contractor identifies that significant structural and/or engineering changes may occur, Contractor shall re-obtain written permission of the owner-occupant dwelling from the owner of a rental unit prior to continuing with the scheduled work.

8.2.2.5 Rent Increase Restrictions

8.2.2.5.1 For a period of two years after weatherization work has been completed on a dwelling containing a unit occupied by an eligible household, the tenants in that unit (including households paying for their energy through their rent) will not be subjected to rent increases unless those increases are demonstrably related to matters other than the weatherization work performed.

8.2.2.5.2 Tenants shall be given a written summary of these conditions with the current telephone number of the Contractor with instructions on how to file a complaint should these conditions not be met. Contractor shall investigate all complaints filed and shall forward a copy of all written complaints to CSD or, if a

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

verbal complaint has been made, contact CSD with the details of the complaint-including date complaint was made, date investigations began, and results.

8.2.2.5.3 CSD will evaluate the merits of the complaint and all supporting documentation. If CSD determines a complaint is valid, CSD may pursue collection activities against the landlord in the amount equal to the weatherization work performed on that unit and/or building.

8.2.2.6 Multi-Unit Dwellings

8.2.2.6.1 In accordance with 10 CFR § 440.22(b) (2), Contractor may weatherize the whole building containing rental dwelling units when 66% (50% for duplexes and four-unit buildings) or more of the dwelling units in the building are income eligible:

8.2.2.6.1.1 Are eligible dwelling units, or

8.2.2.6.1.2 The dwelling units will become eligible (occupied by eligible low-income tenants) within 180 days under a federal, state, or local government program for rehabilitating the building or making similar improvement to the building.

8.2.2.6.2 If dwelling units are qualified for services through a federal, state, or local government rehabilitation program, documentation to verify participation in the rehabilitation program is required in the master job file.

8.2.2.6.3 Contractor shall complete a Multi-Unit Dwelling Unit Eligibility Certification (CSD 75P) or approved Contractor's equivalent for each building and shall maintain a copy in each individual client file.

8.2.2.6.4 Contractor shall certify unit eligibility by completing Energy Intake Form (CSD 43) or approved Contractor's equivalent for each dwelling unit in each building. Certification of eligibility by the owner/manager of the occupants of the building is not acceptable.

8.2.2.6.5 No undue or excessive enhancement shall occur to the value of the dwelling units.

8.2.2.7 Previously Weatherized Dwellings

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

8.2.2.7.1 Once a dwelling has been submitted to CSD for reimbursement as a completed unit, any subsequent weatherization services provided to the dwelling shall be considered reweatherization, unless the work performed is for a call-back as specified in 8.2.2.8 below.

8.2.2.7.2 A previously applied measure may be reinstalled during its useful life term, as described in the Reimbursement Rates for Weatherization and EHCS Activities, due to premature failure or if the measure was destroyed by the prior-occupying household. Justification for the replacement must be documented in the client file.

8.2.2.7.3 Unoccupied multi-unit dwellings previously weatherized in accordance with this Contract and which receive appliance repair and/or replacement services upon occupation by an eligible tenant, shall be deemed re-weatherized dwellings.

8.2.2.7.4 If a dwelling has been previously weatherized under a CSD or another federal or non-federal program, Contractor may provide previously unapplied mandatory and optional measures within the dollar limits of this Contract.

8.2.2.8 Call-back

Services provided in a previously weatherized dwelling to correct a previously installed measure within the warranty period or as a result of a CSD inspection finding is a call-back and is allowable. Demographics for a callback are not included for reporting purposes.

8.2.2.9 Ineligible Dwellings

8.2.2.9.1 Contractor shall not weatherize a dwelling unit that is designated for acquisition or clearance by a federal, state, or local program within 12 months from the date of completion of the proposed weatherization.

8.2.2.9.2 Contractor shall not weatherize any dwelling under this Contract unless the property owner agrees to all the terms and conditions of the CSD Dwelling Assessment Form (CSD 540) and signs the Energy Service Agreement for Occupant (CSD 515A) or Service Agreement for Rental Property Owner (CSD 515B).

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

8.2.2.9.3 No institutional or commercial building including, but not limited to, universities, schools, nursing homes, hospital, shelters, or group homes, may be weatherized under this Contract.

8.2.3 Minimum Requirements for Weatherization Services

8.2.3.1 Contractor must install all feasible weatherization measures in accordance with the CSD TRM.

8.2.3.2 Single-family detached and other single-story dwellings that have not been previously weatherized under a CSD program or another program may be weatherized under this Contract only if:

8.2.3.2.1 Ceiling Insulation plus two additional Mandatory Measures are installed, or

8.2.3.2.2 In the event Ceiling Insulation is already installed or otherwise not feasible, at least three Mandatory Measures are installed.

8.2.3.3 Multi-unit dwellings that have not been previously weatherized under a CSD program or other program may qualify for weatherization services only if ceiling insulation plus two additional Mandatory Measures are installed or, in the event ceiling insulation is already installed or otherwise not feasible,-at least three Mandatory Measures are installed.

8.2.3.3.1 Installation of ceiling insulation shall be counted as a ceiling insulation measure for each unit within that building envelope.

8.2.3.3.2 Installation of a common water heater shall qualify as a Mandatory measure for each unit served by the same water heater.

8.2.3.4 If the required minimum number of weatherization measures cannot be installed due to the deferral of measures, then the entire unit shall be deferred in accordance with the CSD TRM.

8.2.3.5 The minimum number of weatherization measures may be leveraged with other weatherization programs. All leveraged measures used to fulfill the minimum number of required weatherization measures shall meet CSD installation standards.

8.2.3.6 Contractor may complete weatherization services on agriculture housing units or multi-family units if each unit is separately metered and the services will result in a cost savings to the tenant.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

8.2.4 Dwelling Assessments

8.2.4.1 Contractor shall assess the dwelling of each eligible applicant to determine if the unit is structurally sound and not in need of extensive repairs.

8.2.4.2 Contractor shall determine whether the dwelling meets the criteria for a Historic Preservation Review pursuant to subsection 8.2.4.7.2.

8.2.4.3 Contractor shall ensure that all dwelling assessments are performed by trained individuals possessing all the required skill and training as specified in Section 9.1, Training Requirements. In addition, Assessors must complete all required online based training courses to include: Environmental Hazard, Lead Safe Weatherization, and Health and Safety.

8.2.4.4 Contractor shall ensure job separation between staff performing dwelling assessments and the crew personnel responsible for performing the actual installation of weatherization measures. Assessors may not install weatherization measures in the same dwelling where the assessor performed the assessment for weatherization services.

8.2.4.5 If Contractor elects to subcontract with entities outside of CSD's network of Local Service Providers for the full installation of weatherization measures, the subcontractor performing the installation of weatherization measures shall not perform the dwelling assessment. Contractor shall ensure job separation by using Contractor's staff or another subcontractor to perform the dwelling assessments.

8.2.4.6 Contractor shall provide written documentation or notification to the owner-occupant and the owner of a rental unit or owner's agent and inform the tenant of any significant structural and engineering changes required to complete the weatherization work before the specified work commences.

8.2.4.7 Dwelling Assessment Performance

8.2.4.7.1 Dwelling assessments shall include the following required activities:

8.2.4.7.1.1 The visual assessment of the eligible dwelling to identify safety and structural hazards conditions present within the dwelling that may limit ability to perform any or all of the required weatherization services in accordance with CSD weatherization guidelines and terms of this Contract. Assessor shall

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

disclose all noted safety and structural hazard conditions to the property owner and tenant, where applicable;

8.2.4.7.1.2 The visual inspection and pre-CAS diagnostic testing of all combustion appliances as to identify the presence of combustion appliance safety conditions within the occupied living space and requiring immediate attention and the offering of prescribed list of health and safety measures needed to remedy noted conditions; and

8.2.4.7.1.3 The visual inspection of dwelling to identify any structural deficiencies and/or barriers inhibiting the ability for required pressurized diagnostics to occur. Assessor shall also inform client of the various types of diagnostic testing to be performed within the dwelling, including the general nature and benefits of each form of required diagnostic testing.

8.2.4.7.2 Historic Preservation Review of Dwellings

8.2.4.7.2.1 To ensure compliance with Section 106 of the National Historic Preservation Act (54 USCS §§ 100101 et seq. & 300101 et seq., former 16 USCS §§ 470 et seq.), CSD will establish appropriate procedures for historic property review standards as outlined by a Programmatic Agreement with the State Historic Preservation Office. The established review standards will be utilized for weatherization activities conducted under the LIHEAP on dwellings that are 45 years or older. For purposes of this Contract, the historic review shall be known as the Historic Preservation Review.

8.2.4.7.2.2 Contractor shall ensure that a Historic Preservation Review is completed on a dwelling that is either: (1) 45 years or older, (2) located within a historic district, or (3) considered to be of exceptional importance under the National Register Criteria for Evaluation pursuant to 36 CFR § 60.4.

8.2.4.7.2.3 When a dwelling assessment is performed and the dwelling is determined to meet any of the criteria specified in subsection 8.2.4.7.2.2, Contractor shall

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

initiate the Historic Preservation Review process pursuant to DOE WAP ARRA No. 010.

8.2.4.7.3 Combustion Appliance Safety (CAS) Tests

8.2.4.7.3.1 The completion of the entire combustion appliance safety (CAS) test is required on all dwellings with combustion appliances.

8.2.4.7.3.2 If it is determined during the CAS test that the dwelling unit contains a condition that is hazardous to the occupants, proper steps must be taken to alleviate the hazard. In these cases, infiltration reduction measures may not be installed until the hazard has been corrected; however, Contractor may install non-infiltration measures in the interim, until the CAS condition is corrected.

8.2.4.7.4 If the dwelling unit is not eligible because of the need for extensive repair, the unit shall not be serviced, and the applicant should be referred to the local Housing and Community Development Department, U.S. Farmers Home Administration Housing Loan Program, or other similar organizations or programs.

8.2.4.7.4.1 Documentation of such ineligibility due to the need for extensive repairs shall be recorded on the CSD Weatherization Deferral (CSD 542).

8.2.4.7.4.2 If the applicant can obtain the necessary repairs to make the dwelling unit eligible for weatherization services, weatherization activities may be accomplished following the repair work.

8.2.4.8 Contractor shall ensure the health and safety of weatherization personnel in carrying out activities funded under this Contract. In the event the weatherization of a dwelling threatens the general health and safety of weatherization field personnel, Contractor shall take measures to ensure the safety of the personnel and thoroughly document the incident(s) utilizing the CSD Weatherization Deferral (CSD 542). The deferral form does not need to be signed by the client where weatherization personnel construe the client or occupants of the dwelling to be threatening and hostile. If unable to get a signature, a certified letter shall be sent to the owner, along with the tenant if the residence is a rental.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

8.2.5 Diagnostic Testing

8.2.5.1 Contractor shall perform the shell leakage diagnostic testing only for shell sealing purposes on a minimum of 20% of the total SFD (one to four units) including mobile homes**,** and a minimum of 5% of MUD (five or more units) weatherized under this Contract. Shell leakage diagnostic testing shall be proportionate to the number of completed units for each quarterly period.

8.2.5.2 Following a determination that no combustion byproduct hazards exist, Contractor shall perform pressure diagnostic guided infiltration reduction using a pre-weatherization shell leakage test.

8.2.5.3 Duct Blaster diagnostic testing shall be required on all dwellings with forced-air systems.

8.2.5.4 Contractor shall ensure that all dwelling diagnostic tests are performed by trained individuals possessing all the required skill and training as specified in Section 9.1, Training Requirements.

8.2.5.5 If an unvented space heater is being utilized, infiltration reduction measures shall not be applied unless venting is installed, or the unit is replaced.

8.2.6 Health and Safety Measures

8.2.6.1 Prior to the performance of any heating/cooling service, a qualified technician must perform a diagnostic inspection of the primary heating/cooling appliance to assess operational performance.

8.2.6.2 Contractor is authorized to mitigate health and safety hazards in accordance with the CSD TRM.

8.2.6.3 Health and Safety Measures and Mandatory Insulation Measures must be installed in priority order. Other Mandatory Measures must be installed before optional measures, and no measure shall be excluded, unless the:

8.2.6.3.1 Shell leakage and/or pressurized duct diagnostic test indicates that installation of the measure is not necessary;

8.2.6.3.2 Dwelling already has that measure in place;

8.2.6.3.3 Measure cannot be properly installed;

8.2.6.3.4 Client refuses installation (client refusal is to be documented

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

and placed in file);

8.2.6.3.5 Maximum dollar limit is reached; or

8.2.6.3.6 Measure is not needed or required.

8.2.6.4 After Health and Safety Measures have been addressed, Insulation Measures, if feasible, must be installed prior to the installation of any other Mandatory and Optional Measures. Non-Mandatory Measures including Infiltration Reduction, General Heat Waste, and Electric Base Load Measures need not be installed in priority order.

8.2.6.5 If a health and safety hazard is found to exist that requires replacing or repairing a combustion appliance, the cost of which will preclude the installation of the required number of Mandatory Measures for a unit to be weatherized, the dwelling may qualify for weatherization under the following conditions:

8.2.6.6 The combustion appliance is repaired or replaced; and

8.2.6.7 All remaining feasible Mandatory Measures are installed up to the maximum dollar limit.

8.2.6.8 If the dollar limit has not been reached in installing feasible Mandatory Measures, Contractor may install optional measures.

8.2.6.9 Health and Safety Measures

8.2.6.9.1 The following guidelines are restricted to occupied SFD and/or MUD units:

8.2.6.9.1.1 A residential heating source that qualifies for repair and replacement services must be a single, pre-existing heating appliance, serving as the dwelling's primary heating source; and

8.2.6.9.1.2 A residential cooling source that qualifies for cooling services must be a single, pre-existing cooling appliance, serving as the dwelling's primary cooling source, limited to mechanical air conditioners, central and window/wall air conditioners, and evaporative coolers.

8.2.6.9.2 Any and all health and safety heating/cooling appliance services shall be performed in accordance with the following

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

guidelines:

8.2.6.9.2.1 All repair and replacement services are limited to dwellings with pre-existing heating and cooling appliances. An exception to this rule exists, however, for those dwellings without a heating and cooling appliance and there are no means to provide adequate heating and/or cooling during a climatic season that would cause imminent harm to the health and wellbeing of individuals or the household.

8.2.6.9.2.2 For those conditions where a true crisis exists, and the heating and/or cooling needs cannot be remedied by the installation of a permanent repair or new appliance installation, Contractor shall provide such dwellings with temporary portable devices to support the means of providing adequate cooling and/or heating to occupants of the residence to alleviate the crisis situation and to meet basic heating/cooling needs.

8.2.6.9.2.2.1 Occupant shall be advised of the higher energy consumption associated with portable heating/cooling devices.

8.2.6.9.2.2.2 Occupant shall certify that all of the manufacturer's safety instructions will be abided by.

8.2.6.9.2.2.3 Contractor shall make all attempts to purchase Energy Star-rated portable devices if available.

8.2.6.9.2.3 The age of a heating/cooling appliance shall not be used as a basis for replacement.

8.2.6.9.2.4 When repair, replacement, or installation of a primary heating appliance is required in accordance with the conditions and requirements above but cannot be completed for any reason, the entire dwelling shall be deferred.

8.2.6.9.3 Contractor shall repair a defective primary heating appliance when the cost to assess and repair is estimated at less than 50%

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

of the cost of installing a new replacement unit.

8.2.6.9.4 If during the course of repairing the defective unit additional problems are found that would increase the cost of repairs to more than the allowable limit for repair costs, the unit may be replaced.

8.2.6.9.5 When replacement of a defective primary heating/cooling appliance is performed, Contractor shall perform necessary duct repair and/or replacement services in order to conform to Title 24 requirements.

8.2.6.9.6 Fuel switching or replacement of a heating/cooling appliance for an alternate type shall only be allowed when justified by an energy audit as described in TRM Appendix D *Energy Audit/Priority List Protocol*.

8.2.7 Energy Audit Requirements

8.2.7.1 If all feasible measures classified under Health and Safety, Infiltration Reduction and other Mandatory Measures have been assessed, Contractor may assess additional measures utilizing the Energy Audit Requirements by conducting a REM/Design or Targeted Retrofit Energy Analysis Tool (TREAT) audit in accordance with CSD Single-Family/Small Multi-Family Energy Audit Protocol, CSD Multi-Family Energy Audit Protocol.

8.2.7.2 Energy audits shall be conducted as specified in the CSD Single-Family/Small Multi-Family Energy Audit Protocol (CSD TRM) incorporated by reference to this Contract and available on the CSD Provider website at https://providers.csd.ca.gov/Energy/Weatherization.aspx.

8.2.7.2.1 REM/Design energy audit tool may be applied to single-family dwellings, mobile homes, and multi-unit dwellings containing 24 or fewer dwelling units where each unit is independently heated and/or cooled.

8.2.7.2.2 Targeted Retrofit Energy Analysis Tool (TREAT) may be applied to all multi-unit dwellings except for those multi-unit dwellings that are qualified to use REM/Design.

8.2.8 Occupant Notification

If, in accordance with the provisions of this article, any notice to an occupant is required, notice shall be in writing and a copy of such notice shall be given to the

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

owner of the unit, when the unit is occupied by a non-owner occupant, or when the unit is vacant.

8.3 Energy Crisis Intervention Program (ECIP) Services Activity Guidelines

8.3.1 Purpose of ECIP Funds

ECIP funds may only be used to resolve emergencies that fit the federal definition [42 USC § 8622(1)], including:

8.3.1.1 A natural disaster (whether or not officially declared),

8.3.1.2 A significant home energy supply shortage or disruption,

8.3.1.3 An official declaration of a significant increase in:

8.3.1.3.1 Home energy costs;

8.3.1.3.2 Home energy disconnections;

8.3.1.3.3 Enrollment in public benefit programs; or

8.3.1.3.4 Unemployment and layoffs.

8.3.1.4 An official emergency declaration by the Secretary of Health and Human Services.

8.3.1.5 In those situations where there is not an official federal, state, or local declaration of emergency, e.g., an undeclared natural disaster or a significant home energy supply shortage or disruption that affects a low-income individual, an emergency will be deemed to exist by CSD where there is imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

8.3.2 Capacity and Responsibility to Provide Emergency Assistance

8.3.2.1 In accordance with federal and state law and ECIP Policy and Procedures, Contractor must be qualified and capable of carrying out an energy crisis intervention program that provides timely and effective emergency assistance, not later than the timeframes stated in 42 USC § 8623(c), that resolves the energy crisis. Contractor must meet minimum program requirements for timing and ensuring accessibility to eligible applicants as further defined at 42 USC § 8623(c).

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

Once applicants meet the eligibility and prioritization criteria and funds are available, Contractor shall:

8.3.2.1.1 Within 48 hours after a household applies and is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO payment that will resolve the energy crisis; and

8.3.2.1.2 Within 18 hours after a household applies and is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO that will resolve the energy crisis if such household is in a life-threatening situation.

8.3.2.2 Contractor agrees to provide all reasonable information requested by CSD during the term of this Contract in order to enable CSD to assess the adequacy of Contractor's current energy crisis intervention program and Contractor's ability to implement the program.

8.3.2.3 Federal and state law permit the allowability of costs to the ECIP only where the costs are used to provide emergency assistance in an energy crisis. In addition to all other provisions in this Contract permitting, restricting, or otherwise relating to ECIP costs, such costs are allowable only upon adequate demonstration by the Contractor that the related activities meet the definition of "emergency" as specified in federal law and this Contract.

8.3.3 ECIP Fast Track and WPO

8.3.3.1 ECIP Fast Track and WPO Services shall be provided in accordance with the Agency Local Plan in Article 14.

8.3.3.2 Applicant Eligibility

8.3.3.2.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income.

8.3.3.2.2 Income verification must be for one month and current within six weeks of the application intake date or an annual award letter. For acceptable types of documentation, refer to the LIHEAP Eligibility and Verification Guide. Contractor shall maintain appropriate documents in each applicant's file.

8.3.3.2.3 Contractor shall collect copies of all of the household's energy

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

utility bills for the current month, and if applicable, receipt(s) for (WPO) to determine the client's energy burden.

8.3.3.2.4 Conditions for ECIP services must meet the criteria for an emergency as defined in 42 USC §8622 (1), ECIP Policy and Procedures and Article 13, Definitions.

8.3.3.2.5 ECIP Fast Track Utility Assistance

8.3.3.2.5.1 The applicant must receive energy services and be billed directly by one of the following energy providers: a utility company and/or a mobile home park that owns its own power source(s) or a submetering billing service with the statutory authority to shut off utility services.

8.3.3.2.5.2 For purposes of the present Section 8.3.3, an emergency energy-related crisis does not exist if the cost of energy is included in the applicant's rent, and Contractor may not make ECIP Fast Track payment(s).

8.3.3.2.6 In addition to the applicant eligibility criteria listed above, services for ECIP Fast Track and ECIP WPO may not be provided unless at least one of the following criteria pursuant to Government Code §16367.5 (e) pertains and is documented or certified by Contractor:

8.3.3.2.6.1 Proof of utility shutoff notice;

8.3.3.2.6.2 Proof of energy termination;

8.3.3.2.6.3 Insufficient funds to establish a new energy account;

8.3.3.2.6.4 Insufficient funds to pay a delinquent utility bill;

8.3.3.2.6.5 Insufficient funds to pay for essential firewood, oil, or propane; or

8.3.3.2.6.6 CSD further defines WPO crisis as 30 days or less of fuel.

8.3.3.3 ECIP Fast Track Benefit Determination

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

ECIP Fast Track benefits shall be determined using the base benefit amount and, when applicable, a Contractor-determined supplemental benefit amount. Contractors shall issue ECIP Fast Track benefits in accordance with the following:

8.3.3.3.1 Contractor shall ensure that the total ECIP Fast Track benefit amount (Base benefit amount plus supplemental benefit amount) is limited to and does not exceed the total amount due (at the time of intake) to the utility company for energy charges, reconnection fees, and other assessed utility fees/surcharges in order to alleviate the crisis situation.

8.3.3.3.2 When only issuing the base benefit amount (no supplemental payment), Contractor may exceed the total amount due to the utility company in energy charges, reconnection fees, delinquent utility bill establishing arrearages and/or past due balances, and other assessed utility fees/surcharges to alleviate the crisis situation.

8.3.3.3.3 Contractor shall ensure that the maximum total ECIP Fast Track benefit amount (Base benefit amount plus supplemental benefit amount) does not exceed $3,000. If Contractor uses program income to provide a supplemental ECIP Fast Track payment, the total payment cannot exceed $3,000.

8.3.3.3.4 Contractor shall provide full justification for benefits paid by documenting the client file(s) to include the amount of charges and verification by the utility company.

8.3.3.3.5 Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved Agency Local Plan in Article 14 and the current LIHEAP Eligibility and Verification Guide.

8.3.3.4 WPO Benefit Determination

8.3.3.4.1 WPO benefits shall be determined in accordance with CPA-E-21-04 and CPA-E-21-04M WPO Benefit Formula Implementation.

8.3.3.4.2 Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved Agency Local Plan in Article 14 and the current LIHEAP Eligibility and Verification Guide.

8.3.3.5 ECIP Fast Track/WPO Payment Guidelines

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

8.3.3.5.1 Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year; however, Contractor can use program income to provide a supplemental ECIP Fast Track/WPO or HEAP/WPO for clients experiencing an extenuating circumstance. In addition to receiving one ECIP (Fast Track/WPO) or HEAP/WPO payment, eligible households may receive ECIP EHCS services and/or other weatherization services, if needed.

8.3.3.5.2 Contractor shall ensure that the maximum base benefit total for ECIP WPO does not exceed $1,000. If Contractor uses program income to provide a supplemental ECIP WPO payment, the total payment cannot exceed $1,000.

8.3.3.5.3 Contractor shall exercise due care to ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur at any time during the term of this Agreement.

8.3.3.5.4 When a HEAP payment or ECIP Fast Track payment has been made directly to an energy vendor, notification of payment(s) shall be shown as a credit on the utility bill(s).

8.3.3.6 ECIP WPO Payment Guidelines Specific

8.3.3.6.1 Contractor shall complete the ECIP/HEAP Payment Request Confirmation (CSD 415) or approved Contractor's equivalent form or approved Contractor's equivalent process that confirms payment was made to the client's account. If the client does not have an account, confirmation of the delivery of the benefit to the client is required.

8.3.3.6.2 Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil.

8.3.3.6.3 CSD will not make payments to clients for WPO assistance.

8.3.3.6.4 Before paying energy vendors, Contractor shall verify that charges for the services and goods provided are reasonable and within fair market value.

8.3.3.6.5 Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

8.3.3.6.6 Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred, unless a formal contract, approved by CSD, between Contractor and vendor provides for other terms.

8.3.4 ECIP Emergency Heating and Cooling Services (EHCS)

8.3.4.1 Applicant Eligibility

Eligibility of the applicant shall meet all requirements for eligibility as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.2 Dwelling Eligibility

Eligibility of the dwelling shall meet all requirements for eligibility as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.3 Dwelling Assessments

8.3.4.3.1 Assessment of the dwelling shall meet all requirements as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.3.2 Work crews of Contractor who are only performing heating and cooling services shall not be required to perform the entire CAS test and may limit the testing to only the heating and cooling appliances to be repaired or replaced.

8.3.4.4 Allowable Services

ECIP EHCS may be used for the repair, replacement, and new installation of heating/cooling and water heating appliances identified in the ECIP Policy and Procedures and must meet the following criteria:

8.3.4.4.1 The applicant is income eligible and submits the required documentation to complete the eligibility of the dwelling;

8.3.4.4.2 The applicant has insufficient funds to pay the cost of repairing or replacing an eligible heating or cooling appliance or for a new heating or cooling appliance;

8.3.4.4.3 The appliance condition meets one of the appliance

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

repair/replacement criteria as defined in the ECIP Policies and Procedures; and

8.3.4.4.4 The services to mitigate and completely resolve the emergency and satisfy the relevant emergency assistance meet the timeframes as defined in the ECIP Policies and Procedures.

8.3.5 Natural Disasters

8.3.5.1 When a dwelling that has been damaged by a natural disaster such as fire, flood, earthquake, hurricane, etc., a scope of work shall be submitted to CSD for approval prior to beginning work related to a natural disaster.

8.3.5.2 The occupant shall be certified as currently eligible and a dwelling assessment shall be performed.

8.3.5.3 Contractor may have damages repaired that are within the scope of the weatherization program if the same services will not be paid for or reimbursed by any other source.

8.4 ECIP Fast Track and HEAP Electric and Gas Pledge Guidelines

8.4.1 Contractor shall pledge all applications where the Contractor has determined the applicant has a qualifying emergency as specified in subsection 8.3.3.2.6 of Section 8.3, regardless if the benefit is issued under ECIP Fast Track or HEAP Electric and Gas, provided that the application meets the eligibility and prioritization criteria and Contractor's Utility Assistance funds are available.

8.4.2 After a pledge has been made, Contractor shall submit the application to CORE as specified in subsection 6.1.1, of Section 6.1.

8.4.3 Contractor shall determine the applicant has met the eligibility requirements prior to pledging. If an eligible applicant is subsequently determined to be ineligible, Contractor shall cancel the ineligible applicant's pledge with the Utility Company within five business days upon such determination.

8.4.4 If the applicant's pledge amount changes, Contractor shall adjust the pledge amount with the Utility Company.

8.5 SWEATS and PSPS Activity Guidelines

8.5.1 The SWEATS Policy was developed by CSD to facilitate the delivery of allowable LIHEAP emergency service provisions during an emergency such as a natural disaster or energy supply shortage or disruption. These services include: The CPN-E-20-01 SWEATS Policy includes guidelines, reimbursement provisions, and other

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

information to support successful implementation and administration of SWEATS provisions during a qualifying event. Contractor shall ensure SWEATS implementation and administration is in accordance with CPN-E-20-01.

8.5.2 The PSPS Policy was developed to facilitate the delivery of allowable services to low-income households medically vulnerable to the effects of energy related emergencies and residing in designated High Fire Risk Areas. Contractor shall ensure that PSPS implementation and administration is in accordance with CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy and CPN-E-20-02M3.

8.6 Quality Assurance

8.6.1 Certification

Contractor, or its designee, shall establish a comprehensive, detailed, and fully documented Quality Control procedure to assess the quality and completeness of Weatherization and ECIP EHCS work performed under this Contract. Such assurance will be documented on the CSD Dwelling Assessment Form (CSD 540) and CSD Post Inspection Form (CSD 611) or approved Contractor's equivalent and shall be signed and dated by a certifying Contractor representative.

8.6.2 Post-Weatherization Inspections

8.6.2.1 Contractor shall perform Post-Weatherization Inspections on 100% of the dwellings weatherized under this Contract. Weatherization jobs where measures installed are limited to lightbulbs, water measures and alarms are exempt from receiving post-inspections.

8.6.2.2 If Contractor is unable to perform a post-inspection, Contractor must demonstrate that a reasonable attempt was made to schedule or perform the post-inspection. Attempts must be fully documented on the CSD Post-Weatherization Inspection (CSD 611) and maintained in the client file. The following shall constitute a reasonable effort:

8.6.2.2.1 One phone call attempt plus one correspondence to client stating an attempt was made to inspect and offering to reschedule; or

8.6.2.2.2 One missed appointment or a client refusal plus one correspondence stating an attempt was made to inspect and offering to reschedule.

8.6.2.3 Post-Weatherization inspections shall be conducted for the purpose of assessing the quality and completeness of performed weatherization services and compliance with CSD TRM. The post-inspection shall:

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

8.6.2.3.1 Verify that all measures were completely installed in accordance with said terms and conditions of this Contract;

8.6.2.3.2 Review of installed measures to determine the absence of any feasible Mandatory Measure not installed and the installation of a measure (non-feasible measure) that may not be in compliance with said standards and the terms and conditions of this Contract;

8.6.2.3.3 Verification that the unit received shell leakage, and duct leakage testing, as applicable;

8.6.2.3.4 Verification that required CAS testing of eligible combustion appliances was performed and inspection of combustion appliances to verify the safe operating condition of combustion appliances within the dwelling residence; and

8.6.2.3.5 Verification that an energy audit was performed when required and in compliance with Energy Audit/Priority List Protocol.

8.6.2.3.6 Confirm ECM's installed as part of an energy audit meet energy audit improvement results including but not limited to: pre and post blower door and duct testing results; insulation R-values, and heating/cooling and water heating appliance efficiency ratings; and that the costs billed do not exceed the improvement costs identified in the Improvement Audit Report.

8.6.2.3.7 Inspection of the unit dwelling to ensure that all identified health and safety hazards, whether pre-existing or resulting from the performance of weatherization services, have been successfully remedied.

8.6.2.4 Contractor shall ensure that Post-Weatherization Inspections are performed by trained staff successfully completing all required training as specified in Article 9.1, Training Requirements.

8.6.2.5 If Contractor subcontracts Post-Weatherization Inspection services, then Contractor must aggregate weatherization jobs to mitigate the cost associated with performing inspections. The maximum allowable cost of each post-inspection by a subcontractor is as follows:

8.6.2.5.1 Subcontractors awarded a contract through a competitive procurement process shall not exceed the measure maximum per

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

inspection. The inspection rate includes all expenses related to the Post-Weatherization Inspection such as the cost of the inspection, administration and travel costs of subcontractor.

8.6.2.5.2 Subcontractors that are part of CSD's network of LIHEAP contractors, and performing inspections under a contract, Memorandum of Understanding or similar contract, and not competitively procured in accordance with the Contractor's procurement process and procedure, shall bill actual costs for the Post-Weatherization Inspection and related expenses such as inspector wages, overhead, administration and travel costs of subcontractor. The total cost of all related expenses shall not exceed the measure maximum per inspection.

8.6.2.6 Contractor shall ensure job separation between staff performing post-weatherization inspection activities and weatherization crew personnel performing the physical installation and performance of weatherization measure services funded under this Contract.

8.6.2.7 If Contractor elects to subcontract with entities outside of CSD's network of Local Service Providers for the full installation of weatherization measures, the subcontractor performing the installation of weatherization measures shall not perform the post-weatherization inspection activities. Contractor shall ensure job separation by using Contractor's staff or another subcontractor to perform the post-weatherization inspection.

8.6.2.8 The Quality Assurance Inspector shall certify the performance of Post-Weatherization Inspections of dwelling units by completing and signing Contractor Post-Weatherization Inspection Report (CSD 611). Contractor shall retain a copy of the completed and signed form in the client file.

8.6.3 Third-Party Inspections

8.6.3.1 CSD may use a third-party inspector to review and verify that the weatherization activities performed under this Contract conform to applicable standards and practices.

8.6.3.2 Contractor or a ride-along (designated representative) shall accompany the inspector on client inspection visits and shall provide transportation and equipment to the inspector. When possible, Contractor shall make corrections during the client inspection visits.

8.6.3.3 Contractor agrees to remedy all Nonhazardous Conditions (nonhazardous work deficiencies) noted by CSD or its designee within 20 business days of written notification.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

8.6.3.4 Contractor must remedy all Hazardous Conditions resulting from weatherization measure installation in accordance with the CSD TRM. Any Hazard Fails that are not remedied within 18 hours will require completion of the Hazardous Correction Work Plan denoting the reason why the hazardous correction is unable to be resolved within 18 hours and the action that will be taken to resolve the hazard.

8.6.3.5 Contractor must remedy all inspection corrections identified on the Comprehensive Inspection Report including confirmation of correction to CSD's third-party inspector within 20 business days.

8.6.4 Noncompliance

8.6.4.1 Contractor shall be subject to the withholding of any or all reimbursements for failure to completely resolve a Hazardous Condition in accordance with the CSD TRM. The reimbursement sanction will apply to the next fiscal reimbursement request associated with the program of the weatherized unit in question. The reimbursement sanction will remain in effect until Contractor successfully resolves the Hazardous Condition and confirms the resolution with CSD and the designated Inspection Contractor. The sanction will apply to all subsequent fiscal reimbursement requests of the primary funding source in question so long as the Hazardous Condition remains unresolved.

8.6.4.2 If it is determined that the Contractor has failed to resolve an identified Hazardous Condition in accordance with the Hazardous Correction Work Plan, CSD may utilize the services of the designated Inspection Contractor to successfully resolve the delinquent Hazardous Condition. Contractor will assume responsibility for costs associated with the use of Inspection Contractor's services. The costs will include labor, materials, and travel equal to the Inspection Contractor's training and technical assistance hourly rate and the total amount will be withheld from the Contractor's next request for fiscal reimbursement.

8.6.4.3 If it is determined that the Contractor has incorrectly billed CSD because a measure was not installed, or the quantity installed is less than the quantity billed, Contractor shall install the billed measure or quantity, if feasible. In cases when a physical remedy is not possible, repayment of the labor and material costs for the non-installed measure or quantity will be withheld from subsequent reimbursements.

8.6.4.4 Contractor will be subject to Special Conditions, in accordance with Section 10.4, if it is determined that one or more of the following conditions exist:

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

8.6.4.4.1 Contractor has a history of unsatisfactory performance;

8.6.4.4.2 Identification of one or more Hazardous Conditions in dwellings weatherized by Contractor;

8.6.4.4.3 Failure to remedy an identified Hazardous Condition in a timely manner; and

8.6.4.4.4 Substantial number of Nonhazardous Conditions and/or identified trends or patterns of nonconformance to installation criteria.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

ARTICLE 9 - TRAINING, LICENSING AND CERTIFICATIONS

9.1 Training Requirements

9.1.1 All training, as indicated by employee classification in the CSD Weatherization Training Program Requirements Matrix, shall be provided through a CSD-approved training mechanism utilizing CSD-approved training curricula. In-house training may be provided for EPA or HUD-approved Lead-Safe Weatherization Training or unless otherwise noted. Training coursework must be successfully completed according to the terms of each course. Certificates of completion shall be issued by the CSD-approved training entity upon successful completion of each course, unless where otherwise noted below.

9.1.2 Training Provisions for Staff of Contractor and Subcontractors:

9.1.2.1 Within 30 calendar days of employment, weatherization employees of Contractor and subcontractors shall receive Health and Safety, Environmental Hazards Awareness and Lead-Safe Weatherization Training. An Assessor, Energy Auditor, Worker, Supervisor, or Inspector shall not be allowed to enter, assess, conduct an audit on, weatherize, or inspect a dwelling unit until the required Health & Safety, Environmental Hazards Awareness and Lead-Safe Weatherization Training has been completed.

9.1.2.2 Within 180 calendar days of employment, all weatherization employees of Contractor shall receive on-the-job Basic Weatherization Training.

9.1.3 Training Provisions Based Upon Job Duties:

9.1.3.1 When job duties include duct leakage and shell leakage diagnostics, weatherization employees of Contractor and subcontractors shall receive Duct Leakage/Shell Leakage Diagnostic Training. No employee of Contractor and subcontractor shall perform diagnostic testing without having completed the required training.

9.1.3.1.1 Subsequent to successful completion of the Duct Leakage/Shell Leakage Diagnostic Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee knowledge and skill in this area of diagnostic testing.

9.1.3.1.2 Contractor and subcontract employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

skill and knowledge and will be prohibited from performing this activity until the completion of required training.

9.1.3.2 When job duties include Combustion Appliance Safety, weatherization employees of Contractor and subcontractors shall receive Combustion Appliance Safety Training. No employee of Contractor and subcontractors shall perform combustion appliance safety checks without having completed the required CSD-approved training.

9.1.3.2.1 Subsequent to successful completion of Combustion Appliance Safety Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in performing Combustion Appliance Testing.

9.1.3.2.2 Contractor and subcontractor employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.

9.1.3.3 When job duties include performing Assessments and/or Field Supervision, weatherization employees of Contractor and subcontractors who perform Assessments and/or Field Supervision shall receive Field Assessment and Field Supervision Training. No employee of Contractor and subcontractors shall perform Assessments or supervision without having completed on-the-job required training. Certificates of Completion shall be issued following successful completion of the second phase ("field portion") of the training.

9.1.3.3.1 Subsequent to successful completion of Field Assessment and/or Field Supervision Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in performing Assessments and/or Field Supervision.

9.1.3.3.2 Contractor and subcontractor employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

9.1.3.4 Weatherization employees of Contractor and subcontractors who perform Quality Assurance Inspections and/or Field Supervision shall receive Quality Assurance/Inspector Training. No employee of Contractor and subcontractor shall perform inspections without having completed the required training.

9.1.3.4.1 Subsequent to successful completion of Quality Assurance/Inspector Training, Contractor and subcontractor employees are required to participate in a monitored field practice under the supervision of a third-party inspector and/or training provider to further evaluate employee skill and knowledge in Quality Assurance Inspections and/or Field Supervision.

9.1.3.4.2 Contractor and subcontractor employees failing to demonstrate appropriate knowledge and skills in this competency will be required to complete additional training to enhance deficient skill and knowledge and will be prohibited from performing this activity until the completion of required training.

9.1.4 Training and technical assistance funds may also be used to train Contractor's subcontractors participating in the program and excludes on-the-job training. In making the determination to pay for subcontractor training, Contractor should secure a retention contract in exchange for the training. The subcontract should stipulate that the subcontractors will work in the program, for a minimum of 12 months.

9.1.5 For weatherization services performed on HUD units, all work crews of Contractor and subcontractors who perform basic weatherization or specialty services are required to be trained in HUD-approved Lead-Safe Weatherization, although certification is not required. No employee of Contractor and subcontractors shall perform work in a pre-1978 HUD dwelling until the required training has been received. Although a crew supervisor can be certified as a HUD Lead Abatement Supervisor or Worker, it is not a substitute for the requirement of trained work crews.

9.1.6 EPA Lead Renovator training is required per the EPA for all Contractors and subcontractors performing work on pre-1978 homes, where the work could potentially disturb lead-based paint.

For weatherization services performed on pre-1978 units, all work crews of Contractor and subcontractors who provide basic weatherization or specialty services are required to be trained in EPA-approved Lead Renovator practices, and firm certification is required. No employee of Contractor and/or subcontractors shall perform such work on a pre-1978 dwelling until the required training has been received.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

9.1.7 Contractor shall maintain and make available for reference to Contractor's employees and subcontractors who perform weatherization and ECIP EHCS services the following:

9.1.7.1 CSD TRM;

9.1.7.2 Other applicable policies and procedures; and

9.1.7.3 Official State and Federal Program Notices.

9.1.8 OSHA-10 is required for all crews, and OSHA-30 is required for all Contractor supervisors who are regularly on-site and monitor for field safety.

9.2 Contractor Licensing

Contractors, unless otherwise exempt or their subcontractors performing basic weatherization services under this Contract shall comply with TRM and the following licensing requirements:

9.2.1 Possess and maintain an active Class "B" General Building Contractor license, issued by the Contractors State License Board (CSLB) in the name of the Contractor/qualifying individual;

9.2.2 Contractor is responsible for ensuring that all subcontractors have active licensing and are in good standing for the duration of the subcontract; and

9.2.3 Contractor shall immediately notify CSD when any changes in licensing occur.

9.3 Special Licensing - Weatherization

9.3.1 Special licensing may also be required for the installation and/or repair of Evaporative Cooler, Cook Top and Range, Vented Space Heater, Air Conditioning, and Gas and Electric Water Heaters, if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob and tube wiring certification will always require a C-10 license.

9.3.2 Specialty subcontractors must possess all applicable licenses as required by the CSLB to carry out installation and/or repairs. Specialty licensing is required for specific measures including: C-10 Electrical Contractor (including electrical wiring upgrade/replacement and knob and tube wiring certification); C-20 Warm-Air Heating, Ventilation and Air-Conditioning Contractor; C-36 Plumbing Contractor; C-46 Solar Contractor; C-47 Mobile Home Contractor; and D-65 Weatherization Energy Conservation.

9.3.3 Contractor is responsible for ensuring that all subcontractors have active licensing

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

and are in good standing with the CSLB for the duration of the subcontract.

9.4 Environmental Protection Agency (EPA) Certifications

9.4.1 All contractors providing services utilizing in-house crews shall be certified as an EPA Certified Firm in accordance with EPA's Renovation, Repair and Painting Program requirements (40 CFR Part 745). Contractors who subcontract all of their weatherization and ECIP EHCS services are required to be certified and shall have at least one EPA Certified Renovator on staff for subcontractor oversight purposes.

9.4.2 Contractors shall ensure that all subcontractors whose work potentially disturbs lead paint are EPA Certified Firms and have EPA Certified Renovators on staff.

9.4.3 Any contractor without the required certification will not be allowed to perform weatherization or EHCS services.

9.5 Mandatory Training

Contractor must participate in mandatory training such as eligibility start-up training, CSD TRM training, contract review webinars, monitoring trainings and other trainings CSD deems mandatory. CSD will notice Contractor with a minimum of 10 business days prior to training.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

SUBVENTION CONTRACT

COMPLIANCE REQUIREMENTS

ARTICLE 10 - COMPLIANCE POLICIES AND PROCEDURES

10.1 Right to Monitor, Audit, and Investigate

10.1.1 Any duly authorized representative of the federal or state government, which includes but is not limited to the federal offices of inspectors general, the State Auditor, CSD staff, and any entity selected by CSD to perform inspections and/or investigations, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Contract through on-site visits, audits, and any other appropriate means CSD deems necessary.

10.1.2 Contractor shall, upon reasonable notice, make available all information and materials reasonably necessary for CSD to substantiate to its satisfaction that expenditures incurred under this Contract are allowable and allocable, including, but not limited to files, books, documents, papers, and records. Contractor agrees to make such information and materials available to the federal government, the State, or any of their duly authorized agents or representatives, for purpose of examination, copying, or mechanical reproduction, on or off the premises of the subject entity.

10.1.3 Any duly authorized agent or representative of the federal or state government shall have the right to undertake investigations in accordance with 42 USC § 8627 and Gov Code § 16366.7, as amended.

10.1.4 All contracts entered into by Contractor with audit firms for purposes of conducting independent audits under this Contract shall contain a clause allowing CSD or any duly authorized agent or representative of the federal or state government timely access to the working papers of the audit firm(s).

10.2 Auditing Standards and Reports

10.2.1 Auditing Standards

10.2.1.1 *Applicability.* The standards set forth in 45 CFR Part 75 Subpart F – Audit Requirements are hereby incorporated by reference.

10.2.1.2 *Supplemental Audit Guide.* In addition to the audit requirements specified above, Contractor must follow the most current CSD Supplemental Audit Guide, incorporated into this Contract by reference in Article 14. The Supplemental Audit Guide may be accessed at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

10.2.2 Audit Reports

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

10.2.2.1 Funds provided under this Contract shall be included in an audit conducted in accordance with the provisions of 45 CFR Part 75 Subpart F – Audit Requirements, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in The U.S. Government Accountability Office's "Government Auditing Standards," December 2011 Revision, as amended.

10.2.2.2 *Organizations below audit threshold.* Contractors falling below the federal funding threshold that mandates a single audit may be subject to an audit and/or other fiscal- or program-specific review conducted by CSD or its agents, upon 30-day written notice.

10.2.2.3 The financial and compliance audit report shall contain the following supplementary financial information: a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 CFR § 200.510 (45 CFR § 75.510). All LIHEAP grants shall be reported separately on the SEFA by program component, i.e., Weatherization (Wx) and ECIP/HEAP/Assurance 16 (EHA16). In addition, a separate Supplemental Statement of Revenues and Expenditures (SSRE) for each contract whose term ends during the single-audit fiscal year shall be included in that year's single audit. The SSRE shall report revenue and expenditures for CSD funding by contract line item and fiscal year. The SSRE shall cover the entire contract term as required in CSD's Supplemental Audit Guide.

10.2.3 *Submission of Audit Reports.* Contractor shall submit to CSD one electronic copy of the required audit report(s) and any management letter(s) issued by the accountant, within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the Contractor's fiscal year.

10.2.4 *Failure to File IRS Form 990 for Tax-Exempt Organizations* If Contractor fails to file Form 990 timely, Contractor must provide:

10.2.4.1 Evidence of an extension request with an estimated timeframe for submission; or

10.2.4.2 An explanation of why Contractor does not plan to file Form 990.

10.2.5 The audit report(s) and all supplemental financial information must be submitted to the following addresses:

Electronic copy:
audits@csd.ca.gov.

Printed copy:
Department of Community Services and Development

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

Attention: Audit Services Unit
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

Upon receipt of the audit report, CSD's Audit Services Unit (ASU) will send a confirmation email within 5 to 10 business days. Contractor should verify receipt of ASU's confirmation email to ensure your single audit was received.

In accordance with the guidelines of the Division of Audits of the California State Controller's Office (SCO), if Contractor is a local government agency, additional copies of the audit report must be submitted to the following address:

Mailing Address:

State Controller's Office
Division of Audits
Financial Audits Bureau/Single Audits Unit
P.O. Box 942850
Sacramento, CA 94250-5874

Street Address for Fed Ex:

State Controller's Office
Division of Audits
Financial Audits Bureau/Single Audits Unit
3301 C Street, Suite 700
Sacramento, CA 95816

10.2.6 Failure to Comply with Audit Reporting Requirements

If Contractor fails to comply with Federal statutes, regulations or the terms and conditions of this Contract, CSD may impose additional conditions, as described in 45 CFR § 75.207. If CSD determines that noncompliance cannot be remedied by imposing additional conditions, CSD may take one or more of the following actions, as appropriate in the circumstances, as provided in 45 CFR § 75.371 - § 75.380 *Remedies for Noncompliance*:

10.2.6.1 Temporarily withhold cash payments pending correction of the deficiency by Contractor or more severe enforcement action by the Federal awarding agency;

10.2.6.2 Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;

10.2.6.3 Wholly or partly suspend or terminate the Federal award;

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

10.2.6.4 Recommending that suspension or debarment proceedings (as authorized under 2 CFR Part 180) be initiated by the Federal awarding agency;

10.2.6.5 Withhold further federal awards; or

10.2.6.6 Take other remedies that may be legally available.

10.2.7 Collection of Disallowed Costs

10.2.7.1 If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs, CSD shall, after consideration of Contractor's submission issue a final TR, no later than 30 days after receipt of Contractor's information or documentation. If questioned costs are determined to be owning, CSD's Financial Services Unit (FSU) will send an invoice. Contractor will tender payment to FSU or a repayment plan acceptable to FSU.

10.2.7.2 All statements, notices, responses and demands issued in accordance with this Section 10.2.7 shall be in writing.

10.2.7.3 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section 10.2.7.

10.3 Compliance Monitoring

10.3.1 As the recipient of federal LIHEAP block grant funds under this Contract, Contractor must substantiate that all costs claimed pursuant to this Contract are allowable and allocable under all applicable federal and state laws. To be entitled to reimbursement, Contractor must trace all allowable costs to the level of expenditure, to include providing supporting documentation reasonably necessary to substantiate the validity of such claim.

10.3.2 As the administrator of the LIHEAP block grant for the State, CSD is required to ensure the funds allocated to Contractor are expended for the purposes identified in federal law and state LIHEAP law, and for allowable and allocable costs under the applicable rules of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75).

10.3.3 CSD is required to conduct on-site or in-house and follow-up monitoring of Contractor to ensure that Contractor meets the Production Plan, administrative standards, financial management requirements, and other requirements of LIHEAP.

10.3.4 CSD shall provide Contractor reasonable advance notice in writing of on-site and/or

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

in-house monitoring reviews of Contractor's program or fiscal performance.

10.3.5 Compliance monitoring will consist of a questionnaire that Contractor will be required to complete and return to CSD within 30 calendar days from receiving the questionnaire.

10.3.6 CSD will conduct client file reviews to verify compliance with financial and program requirements. CSD shall notify Contractor of the client files requested, and Contractor shall provide the client files within five business days.

10.3.7 CSD may increase the number of client files reviewed and frequency of client file reviews based on the severity of non-compliance issues identified during the client file review process.

10.3.8 In accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75), Contractor shall cooperate with CSD program and audit staff and other representatives and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Contract. To the extent Contractor maintains records and documents in an electronic format, Contractor must make such records and documents readily available to CSD program and audit staff and other representatives: 1) for review on an appropriate electronic device provided by Contractor; and/or 2) for reproduction in electronic and/or hard copy format, as is necessary to effect the purposes of this Section 10.3. In order to realize the objectives of this subsection and to ensure that the integrity of the program, the proper expenditure of grant funds, and to prevent fraud, waste, abuse, and unjust enrichment, whether by design or inadvertence, Contractor shall cooperate with CSD as follows:

10.3.8.1 Upon request, provide a list of clients, jobs or properties to or for which LIHEAP services have been provided by Contractor, and to or for which Contractor has provided related services under other federal, State or non-governmental programs such as, but not limited to, public and private utility company programs, collectively "Associated Programs."

10.3.8.2 With respect to such list of clients, jobs, or properties, provide CSD and/ or the investigative entities or persons referenced in Section 10.1.1, access to client files or similar records and documents of the Associated Programs for the purpose of determining whether related services have been provided that result in duplicate billings or any violation of federal or State law, this Contract, or applicable federal and/or State LIHEAP guidelines.

10.3.8.3 For purposes of this Section 10.3.8:

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

10.3.8.3.1 "Duplicate billing" is defined as receiving reimbursement from more than one funding source for the same expenditures or costs, whether in whole or in part, that Contractor incurs in connection with rendering a service to or for a client, job, or property, resulting in a total reimbursement to Contractor, from all sources, in excess of actual expenditures or costs incurred.

10.3.8.3.2 To the extent necessary to realize the objectives of this article, the term "Contractor" includes any subcontractor or agent of Contractor in possession of the files, records, or documents or other information bearing on related services under any relevant Associated Program.

10.3.8.4 It is understood that Contractor has no obligation to provide access to the client files, records, and documents of an Associated Program when no LIHEAP services have been provided and the client, job, or property is not required to be on the list furnished to CSD by Contractor, as provided herein.

10.3.8.5 In the event Contractor is unable to comply with the provisions of subsections 10.3.8.1 or 10.3.8.2 because of restrictions placed on Contractor by law in connection with an Associated Program, or restrictions imposed on Contractor pursuant to a binding written contract between Contractor and the funding source of such Associated Program, then Contractor shall so inform CSD by written declaration and provide supporting documentation for such declaration. Contractor shall, together with any declaration made, certify to CSD in writing that:

10.3.8.5.1 Contractor has not submitted duplicate billings to both LIHEAP and Associated Program; or

10.3.8.5.2 Contractor has not otherwise engaged in similar actions in violation of federal or state law.

10.3.9 CSD will host a File Transfer Protocol (FTP) Server and provide Contractor with specifications, documentation, and sample of FTP file configurations screens, as necessary, to enable Contractor to use the FTP Server to upload client files, records, and documents. Contractor shall submit client files, records, and documents via the FTP to allow CSD to complete an in-house review.

10.3.10 In the event that CSD determines that Contractor is not in compliance with material or other legal requirements of this Contract, CSD shall provide the observations, recommendations, or findings and request for a corrective action plan to Contractor in writing. Contractor shall submit to CSD a specific action plan for correcting the noncompliance.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

10.3.11 Collection of Disallowed Costs

10.3.11.1 In the event questioned costs are identified in a final decision on cost disallowance issued by CSD, Contractor shall comply with any demand for repayment, as specified in such final report.

10.3.11.2 *Time for response.* Contractor shall have no less than 30 calendar days from receipt of the final decision to tender payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.

10.3.11.3 *Notice after review of further supporting evidence.* If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided above in subsection 10.3.11.2, CSD shall, after consideration of Contractor's submission, accordingly, issue a revised Notice of Disallowed Costs, if any, no later than 30 days after receipt of Contractor's information or documentation. Contractor shall have 15 days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with subsection 10.4.4 of this Contract, for CSD's final determination of disallowed costs.

10.3.11.4 All statements, notices, responses and demands issued in accordance with this Section shall be in writing.

10.3.11.5 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section.

10.4 Enforcement Process - Noncompliance with Requirement of this Contract

10.4.1 Tax-Exempt Status Requirement

Nonprofit charitable organizations must maintain their 501(c)(3) tax-exempt status as a requirement for continued LIHEAP grant reimbursements and participation under the current Contract. All 501(c)(3) contractors shall notify CSD within one business day upon revocation of their tax-exempt status and cease all work performed under this Contract. CSD will halt all payments to Contractor while its nonprofit, tax-exempt status is revoked. Work performed prior to the revocation, but billed after such notice is received, shall be timely reimbursed to the Contractor. In addition, CSD may take additional enforcement steps consistent with federal and state law and this Contract.

10.4.2 General

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

The authority for CSD Enforcement Actions, as defined in Section 10.4.3, for cost disallowances/ recovery of misused funds, and for de-designation of eligible entity status (collectively "Enforcement Process") is found in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards (45 CFR Part 75), and in state regulations, with particular reference to 22 CCR § 100875. In order to facilitate compliance with the cited authorities, the parties to this Contract agree that: 1) the present article shall guide, inform and clarify the Enforcement Process; 2) shall establish the procedures to be followed; and 3) establish the rights and obligations of the parties with respect to the Enforcement Process, for purposes of implementing the principles set out in the applicable legal authorities.

10.4.3 Enforcement Action, "High Risk" – Determination and Notice

10.4.3.1 If CSD determines that Contractor is not financially stable, and that Contractor's financial condition is so tenuous that its ability to implement this Contract is seriously compromised, or if CSD determines that Contractor has not complied with the requirements of this Contract and that Contractor's noncompliance constitutes a material breach of the Contract, CSD may initiate an Enforcement Action. For purposes of this article, "Enforcement Action" means the imposition of any of the following: a) special conditions and/or sanctions; b) a determination of cost disallowance; c) contract suspension; d) contract termination; or e) termination of Contractor's service provider status.

10.4.3.2 To initiate an Enforcement Action, CSD must provide Contractor with written notice of "high risk" designation, setting forth: 1) the factual and legal basis for the determination of noncompliance, upon which the "high risk" designation is based; 2) the corrective action(s) required; and 3) the date by which the corrective action must be taken and completed.

10.4.3.3 For purposes of this article, "material breach" means any act or omission by Contractor that is in contravention or disregard of Contractor's duties and obligations under the terms of this Contract and under applicable State and federal law, which act or omission:

10.4.3.3.1 Constitutes fraud or gross negligence by Contractor or its agent(s);

10.4.3.3.2 Is likely to result in significant waste and/or abuse of federal funds;

10.4.3.3.3 Has a significant adverse impact on Contractor's ability to meet its administrative, financial, or programmatic duties and obligations over the term of the Contract or a significant

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

portion thereof;

10.4.3.3.4 Violates or otherwise disregards significant program guidance and other requirements of the Federal Government, whether issued directly or through CSD;

10.4.3.3.5 May have serious adverse effects and consequences on the Contractor's customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; or

10.4.3.3.6 May otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

10.4.4 Special Conditions and Sanctions

10.4.4.1 "High risk" designation may include the imposition of Special Conditions, Sanctions and/or other special requirements with respect to Contractor's performance. CSD may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address acute financial instability or a material breach of contract, as defined in Section 10.4.3, above.

10.4.4.2 Notice of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Notice must contain the following information:

10.4.4.2.1 The nature of the Special Condition(s) and/or Sanction(s) being imposed;

10.4.4.2.2 The reason(s) for imposing Special Condition(s) and/or Sanction(s); and

10.4.4.2.3 The corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).

10.4.4.3 Special Conditions may include, but are not limited to:

10.4.4.3.1 Obtaining training and/or technical assistance;

10.4.4.3.2 The imposition of special or additional reporting requirements;

10.4.4.3.3 Special or conditional cost reimbursement requirements and procedures;

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

10.4.4.3.4 The provision of documentation by Contractor; and/or

10.4.4.3.5 The requirement to amend or modify systems, procedures, and/or policies.

10.4.4.4 Sanctions may include, but are not limited to:

10.4.4.4.1 The suspension of advances and/or reimbursements; and/ or

10.4.4.4.2 The issuance of stop work orders.

10.4.4.5 Sanctions may not be imposed without a hearing being first held in accordance with applicable regulations, unless CSD reasonably determines on the basis of credible information that:

10.4.4.5.1 Substantial sums to be paid to Contractor have been or will be used in violation of law or the provisions of this Contract; or

10.4.4.5.2 The associated costs are otherwise very likely to be disallowed; and

10.4.4.5.3 If Sanctions are not immediately imposed, taxpayer dollars are at significant risk and are unlikely to be recovered.

10.4.4.6 Review of Special Conditions and/or Sanctions.

10.4.4.6.1 If Contractor elects to contest the action to impose Special Conditions and/or Sanctions, Contractor shall have five business days following receipt of Notice of Enforcement Action in which to show cause, in writing, why the Special Conditions or Sanctions should not be enforced.

10.4.4.6.2 CSD shall have five business days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the consequences of the decision and Contractor's obligations going forward, if any.

10.4.4.6.3 Contractor may, within five business days of receipt of Notice of Enforcement Action, request an informal meeting for the parties to consider the merit of the Notice and to discuss alternative courses of action, which meeting CSD may agree to if, in its sole judgment, it determines the meeting would be helpful to the process, can be held expeditiously, and will not unduly cause delay or otherwise increase the risk of loss of taxpayer dollars.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

10.4.4.6.4 Contractor may, at any time, request in writing that CSD initiate the contract suspension or contract termination processes, to include the requisite hearings, as set out in 22 CCR § 100875.

10.4.4.6.5 Should Contractor fail to show cause why the Enforcement Action should not go forward, or should Contractor fail to request that CSD initiate either the contract suspension or termination processes, CSD may initiate such action upon its own motion.

10.4.4.6.6 Special conditions and sanctions shall remain in effect until the hearing procedure is completed, provided, with respect to sanctions, CSD reasonably determines that subsection 10.4.4.5 applies.

10.4.5 Cost Disallowance

10.4.5.1 If Contractor's non-compliance with the terms of this Contract results in an enforcement action, and if CSD determines that Contractor's non-compliance has resulted in questioned costs, CSD shall provide Contractor with a Statement of Questioned Costs along with the Notice of Enforcement Action, or at such later time in the Enforcement Process as questioned costs have been identified.

10.4.5.2 The Statement of Questioned Costs shall include:

10.4.5.2.1 A description of the costs questioned and the specified amount by type or category of costs;

10.4.5.2.2 The reason the costs are questioned, and the information and/ or documentation required to justify payment of the costs; and

10.4.5.2.3 The timeframe and procedures for Contractor's submission of the required information or documentation to CSD.

10.4.5.3 If CSD determines that more information is required before a Statement of Questioned Costs can be issued or before a final determination of cost disallowance can be made, CSD may conduct an investigative audit of Contractor's records, files and books of account, or retain an audit firm for such purpose. Contractor agrees to cooperate fully in any audit conducted and to ensure that Contractor's agents, accountants and subcontractors cooperate in the performance of such audit. A report of any audit

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

conducted shall be shared with Contractor, who shall be given ample opportunity to respond to findings and to submit information and documentation in support of the response. If Contractor fails to cooperate in the conduct of an audit, initiated pursuant to this subsection, CSD may either impose sanctions, as provided in subsection 10.4.3 or, if feasible, issue a Notice of Disallowed Costs.

10.4.5.4 After CSD has considered any information and/ or documentation submitted by Contractor in response to a statement of questioned costs or in response to an investigative audit report, CSD shall issue a Notice of Disallowed Costs, which notice shall include:

10.4.5.4.1 The amount of disallowed costs to be repaid, if any; and

10.4.5.4.2 The date by which repayment must be made or, in the alternative,

10.4.5.4.3 The date by which Contractor must submit a proposed repayment plan for consideration by CSD.

10.4.5.5 Before the expiry of five business days after receipt of a Notice of Disallowed Costs, Contractor may challenge the Notice of Disallowed Costs by requesting a hearing, conducted in accordance with the procedures set out in 22 CCR § 100875, for the purpose of adjudicating the matter of cost disallowance, provided however that either Contractor or CSD may opt to adjudicate other pending Enforcement Action matters, as provided in subsection 10.4.4.6. of this section, in a combined proceeding.

10.4.5.6 If Contractor fails to request a hearing to adjudicate cost disallowance, as provided in subsection 10.4.5.5, the Notice of Disallowed Costs shall be deemed final and Contractor shall comply with the provisions of the present Section 10.4.5.

10.4.5.7 Contractor will not be deemed to have complied with a Notice of Disallowed Costs until repayment is made or CSD has approved a repayment plan. In determining the acceptability Contractor's repayment plan, CSD shall take into consideration such factors as, but not limited to:

10.4.5.7.1 Federal requirements or conditions applicable to the grant(s) under which the disallowed costs were funded;

10.4.5.7.2 The exigencies of the grant program and CSD's ability to reallocate the funds repaid or otherwise dispose of the funds in accordance with applicable law;

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

10.4.5.7.3 The risk of being unable to recover funding and the options for securing Contractor's repayment obligation; and

10.4.5.7.4 Contractor's financial condition and ability to pay.

10.4.6 Contractor shall remain on "high risk" until CSD reasonably determines that Contractor has complied with the requirements of the Notice of "High Risk" Designation, including verification by CSD that corrective measures have been implemented, that all conditions have been met and that disallowed costs have been repaid or, alternatively, that CSD has deemed Contractor's repayment plan to be acceptable and Contractor has demonstrated it is in compliance with the plan. Upon determination that Contractor has complied with the requirements of the Notice of "High Risk" Designation, CSD shall give Contractor written notice of such determination.

10.4.7 In the event Contractor's non-compliance with the terms and conditions of this Contract are not remedied through imposition of special conditions, and/or sanctions, thereby enabling CSD to remove "high risk" designation, CSD may initiate further Enforcement Actions involving Contract Suspension, Contract Termination and Termination of service provider status, which shall be initiated and conducted in accordance with the applicable provisions found in 22 CCR § 100875 and other applicable State and federal statutes and regulations.

10.4.8 Lien rights

The State retains lien rights on all funds advanced.

10.5 Service Delivery and Expenditure Requirements

10.5.1 Service Delivery and Expenditure of Funds

10.5.1.1 Contractor shall, in accordance with Government Code §16367.5, be afforded maximum flexibility and control, within the parameters of federal and state law, in the planning, administration, and delivery of LIHEAP services. Regardless of the modalities and techniques utilized, Contractor is obligated: a) to ensure that the maximum numbers of persons are served, consistent with the effective and efficient service delivery, with program requirements and with applicable law; and b) to fully expend program funds by the date identified in the contract.

10.5.1.2 A substantial failure to expend funds and provide services to readily available qualified applicants, except for compelling reasons beyond Contractor's control, shall be deemed prima facie evidence of breach of contract and may constitute grounds for "high risk" designation and the

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

applicable remedies as provided in Section 10.4, "Enforcement Process – Noncompliance with the Requirements of this Contract." Such failure of performance may, in accordance with the provisions of this article, result in a reduction in Contractor's grant allocation and the redistribution of future funding to other performing service providers.

10.5.2 Contractor Expenditure and Reporting Requirements

Contractor shall be at 99% expenditure of the Contract by December 31, 2023.

10.5.2.1 CSD will monitor Contractor's expenditures to evaluate compliance with meeting expenditure requirement by December 31, 2023, for each program category, including capped budget items.

10.5.2.2 Contractor shall submit timely expenditure reports, that allow CSD to evaluate Contractor's ability to meet the December 31, 2023, expenditure date requirement. Based upon these reports, CSD may determine that Contractor has not met the expenditure requirement and is out of compliance with this Contract.

10.5.2.3 Should the Contractor's actual expenditure trend indicate the Contractor is unlikely to expend at least 99% by December 31, 2023, CSD will notify the Contractor no later than December 10, 2023 requesting the Contractor submit a request to expend beyond December 31, 2023.

10.5.3 Contractor's Upcoming Program Year LIHEAP Performance Allocation Methodology

CSD shall determine Contractors upcoming program year LIHEAP Contract Allocation Methodology based on performance expenditure requirements in Section 10.5.2. and distributed according to the following criteria:

10.5.3.1 Category A: If Contractor meets the performance requirements of Section 10.5.2 and reported no later than January 31, 2024, Contractor will receive their full allocation and a percentage of any redistributed funds not allocated to another contractor that fall into Category C, in Section 10.5.3.3.

10.5.3.2 Category B: If Contractor expends 99 percent of their allocation by February 28, 2024 and reported no later than March 31, 2024, Contractor will receive their full allocation but will <u>not</u> be eligible to receive any redistributed funds.

10.5.3.3 Category C: If Contractor does not expend at least 99 percent of their allocation by February 28, 2024 and reported no later than March 31,

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

2024, the 2024 LIHEAP allocation will be offset by the balances remaining recorded as of the December 31, 2023 expenditure period reported no later than January 31, 2024.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

SUBVENTION CONTRACT

CERTIFICATIONS AND ASSURANCES

ARTICLE 11 - FEDERAL AND STATE POLICY PROVISIONS

11.1 Certifications

11.1.1 Contractor's signature affixed to this Contract shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following:

11.1.1.1 Drug-Free Workplace Requirements, Contractor Certification Clauses 04/2017 (CCC-04/2017)

11.1.1.2 National Labor Relations Board Certification (CCC-04/2017)

11.1.1.3 Expatriate Corporations (CCC-04/2017)

11.1.1.4 Domestic Partners (CCC-04/2017)

11.1.1.5 Labor Code/Workers' Compensation (CCC-04/2017)

11.1.1.6 Americans with Disabilities Act (CCC-04/2017)

11.1.1.7 Contractor Name Change (CCC-04/2017)

11.1.1.8 Resolution (CCC-04/2017)

11.1.1.9 Air or Water Pollution Violation (CCC-04/2017)

11.1.1.10 Safeguarding Access to State Data (Department of Finance, Budget Letter 04-35)

11.1.1.11 Safeguarding Against and Responding to a Breach of Security Involving Personal Information (Office of Information Security and Privacy Protection, Management Memo 08-11).

11.1.2 The above documents are hereby incorporated by reference into this Contract. To access these documents, please visit the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

11.1.3 Executive Order N-6-22 – Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

11.2 Provisions for Federally Funded Grants

11.2.1 Contractor certifies that it possesses legal authority to apply to the State for LIHEAP funds and assures compliance with the purposes as set forth in 42 USC §§ 8621 et seq., as amended.

11.2.2 Eligibility to Receive Federally Funded Public Benefits

Pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) (Public Law (Pub. L.) 104-193), as amended, and Executive Order W13596, dated August 27, 1996, while in effect, applicants for federally funded public benefits are required to provide proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status. (8 USC §§ 1611, 1612, & 1642.) Contractor shall verify client eligibility in accordance with CSD Applicant Verification of Eligibility Procedures and Regulations, forms, and other written guidance provided by CSD.

11.2.3 Under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) Section 508, and NO VERIFICATION REQUIREMENT FOR NONPROFIT CHARITABLE ORGANIZATIONS, Section 432 (d) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 USC § 1642 et seq.) as amended, Nonprofit Charitable Organizations are exempt from the requirement to determine, verify, or otherwise require proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status of any applicant for such benefits in providing any Federal public benefit (as defined in 8 USC § 1611(c)) or any State or local public benefit (as defined in 8 USC § 1621(c)). (Pub. L. 104-208, Title V, Section 508; and 8 USC § 1642(d)).

11.2.4 Federal Funding Accountability and Transparency Act reporting requirement (FFATA) (Pub. L. 109-282).

Pursuant to the FFATA, CSD is required to report information regarding contractors (sub-awardees) receiving LIHEAP funds. Contractor must complete CSD form 279 and return with the Contract to enable CSD to comply with FFATA reporting requirements.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

CSD may issue guidance and/or Amendment(s) to this Contract, establishing additional reporting requirements as necessary to ensure compliance with the FFATA or other Federal and State regulations, as applicable.

11.2.5 Salary Limitation – Federal Executive Level II. Federal funds for grant programs consistently include a provision as part of the Consolidated Appropriations Act of 2017 (e.g., Pub. L. 115-31, May 5, 2017) from Congress that the amount that "shall be used to pay the salary of an individual, through the grant or other extramural mechanism" including non-federal share, must not exceed the amount of the Federal Executive Level II salary for that calendar year. This amount is published annually by the U.S. Office of Personnel Management and can be found on their website at https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2017/executive-senior-level under the "Rates of Pay for the Executive Schedule" link. This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties of the non-Federal entities organization. This salary limitation also applies to subawards, contracts, and subcontracts under an ACF grant or cooperative agreement.

11.2.5.1 Federal Funds Accountability and Transparency Act (FFATA) Requirements. Awards under these programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" (FFATA). Under this statute, the grant recipient is required to report information regarding executive compensation and all subawards, contracts, and subcontracts in excess of $25,000 through the Federal Subaward Reporting System (https://www.fsrs.gov/) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.

11.2.6 Human Trafficking Provisions. Contractor is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 USC § 7104). The full text of this requirement can be found at https://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons.

11.2.7 Prohibition on Use or Procurement. Pursuant to the "Prohibition on certain telecommunications and video surveillance services or equipment" (2 CFR § 200.216), contractors are prohibited from expending grant funds on "equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)". The full text of this requirement can be found at Electronic Code of Federal Regulations (eCFR).

11.3 Federal Certifications Regarding Debarment, Suspension, and Related Matters

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

Contractor hereby certifies to the best of its knowledge that it or any of its officers, or any subcontractors:

11.3.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

11.3.2 Have not within a three year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

11.3.3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Section 11.3.2 above of this certification; and

11.3.4 Have not within a three-year period preceding this Contract had one or more public (federal, state, or local) transactions terminated for cause or default.

11.3.5 If any of the above conditions are true for the Contractor or any of its officers, Contractor shall describe such condition and include it as an attachment to the Contract. Based on the description, CSD in its discretion may decline to execute this Contract or set further conditions for this Contract. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Contract, and CSD may terminate this Contract for cause immediately pursuant to the termination provisions of State and federal law governing the Low-Income Home Energy Assistance Program.

11.3.6 As provided in this article, Contractor must certify in writing to the best of its knowledge that any subcontractor(s) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

11.3.7 No entity may participate in LIHEAP in any capacity or be a recipient of LIHEAP funds if the organization has been found ineligible for participation in federal assistance programs or activities. (Executive Orders 12549 and 12689, 2 CFR Parts 180 and 376.) All Contractors must obtain a DUNS number, or a Unique Entity Identifier assigned by the System for Award Management (SAM), if they do not already have one. CSD will check the SAM to verify that the Contractor is not debarred, suspended, or ineligible. See 45 CFR §§ 75.342 and 75.352.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

11.4 Affirmative Action Compliance

11.4.1 Each contractor or subcontractor with 50 or more employees and a contract of $50,000 or more shall be required to develop a written Affirmative Action Compliance Program.

11.4.2 The written program shall follow the Equal Employment Opportunity clause obligations set forth in Title 41 of the Code of Federal Regulations, Subtitle B, Section Part 60-1.40, Part Sections 60-2.10 through 60-2.32, and Part Sections 60-741.1 through 60-741.47.

11.4.3 Each contractor or subcontractor with less than 50 employees shall comply with Executive Order 11246, Part II, Section 202, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

11.5 Nondiscrimination Compliance

11.5.1 Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.

11.5.2 Contractor hereby certifies compliance with the following:

11.5.2.1 Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity;

11.5.2.2 Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §§ 2000d et seq. and 2000e et seq.);

11.5.2.3 The Rehabilitation Act of 1973, as amended (29 USC §§ 701 et seq.);

11.5.2.4 Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 USC § 4211 et seq.; 41 CFR Subtitle B, Part 60-300);

11.5.2.5 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (41 CFR Subtitle B, Chapter 60, as amended); and

11.5.2.6 Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 USC § 12101 et seq.).

11.6 Contractor Fair Hearing - Civil Rights Act Violation

11.6.1 In the event of any violation or alleged violation of Title VI of the Civil Rights Act of

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

1964, as amended, (42 USC § 2000d et seq.) Contractor has the right to request a fair hearing in response to such violation or alleged violation within 30 calendar days from the date of such action.

11.6.2 The State shall conduct such fair hearing in accordance with Title 45, Code of Federal Regulations, Part 81.

11.7 Specific Assurances

11.7.1 Pro-Children Act of 1994

11.7.1.1 In accordance with Title XII of Public Law 103-227, the "PRO-KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State, Territories, local and Tribal governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, subawards, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.

11.7.1.2 The above language must be included in any subawards that contain provisions for children's services and that all subawards shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

11.7.2 American-Made Equipment/Products

Contractor shall assure, pursuant to the Buy American Act of 1933 (41 USC § 8301 et seq.), to the extent practicable, that all equipment and products purchased with funds made available under this Contract shall be American made.

11.7.3 Federal and State Occupational Safety and Health Statutes

Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes: the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Health & Safety Code §§ 25249.5 et seq.); Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program) (63 FR 71225, codified at 40 CFR Parts 266 & 273); and California Workers' Compensation laws (Labor Code §§ 3200 et seq.).

11.7.4 Political Activities

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

11.7.4.1 Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Contract.

11.7.4.2 Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Contract.

11.7.5 Lobbying Activities

11.7.5.1 Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Contract or any other fund, programs, projects, or activities that flow from this Contract.

11.7.5.2 If Contractor engages in lobbying activities, Contractor shall complete, sign and date the CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, as required by the HHS (45 CFR Part 93, Appendix A).

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

ARTICLE 12 - GENERAL TERMS AND CONDITIONS GTC 04/2017

Contractor may find the required California General Terms and Conditions (GTC 04/2017) at the following web address:

https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

Click the "GTC 04/2017" link to download the current requirements.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

ARTICLE 13 - DEFINITIONS

All terms used in this Contract shall be those as defined in applicable federal and state law (see 42 USC §§ 8621 et seq. and Government Code § 16367.5) and regulation (see 45 CFR Part 96 and 22 CCR § 100800), or as more specifically defined as:

Administrative Costs: Actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, facilities, utilities, office and computer equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program. Includes incurred costs associated with participation and attendance to policy advisory committee meetings and workgroups.

Contract: The complete contents of this contract entered into by and between CSD and Contractor, including all rights, duties, and obligations, whether expressed or implied, required toward the legal performance of the terms hereof.

Amendment: A formal change to the Contract of a material nature including but not limited to the term, scope of work, or name change of one of the Parties, or a change of the maximum amount of this Contract.

Authorized Agent: The duly authorized representative of the Board of Directors of Contractor and duly elected or appointed, qualified, and acting officer of CSD. In the case of Contractor, CSD shall be in receipt of board resolution affirming an agent's representative capacity to bind Contractor to the terms of this Contract.

CSD Program Advisory (CPA): The purpose of the CPA is to provide information, correct problems, contradictions and uncertainty. A CPA serves as short-term guidance to inform or direct immediate action to correct a problem or provide relief from an obligation.

CSD Program Notice (CPN): The purpose of the CPN is to supplement contractual requirements and facilitate program implementation. A CPN serves as long term guidance to summarize or interpret regulations or contract requirements.

Call-Back: A call-back is a visit from Contractor that occurs when a measure fails (either during inspection, or later within the warranty period) and must be corrected by the Contractor. The required warranty periods are defined in CSD's TRM. Warranty corrections and apply to both the LIHEAP and DOE weatherization programs.

California Certified Inspector/Risk Assessor Contractor: An individual who is certified by the State of California, Department of Health Services, as a lead-related construction Inspector/Risk Assessor.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

California Energy Commission (CEC) Climate Zone: The CEC established 16 climate zones that represent a geographic area and that have a particular weather pattern. These climate zones are based on energy use, temperature, weather, and other factors that determine the types of building standards that are subject to the Title 24 Energy Efficiency Standards and that dictate the energy conservation measures that must be installed in a weatherized dwelling, as required by law.

Certification Date: The date the applicant is deemed eligible and the Contractor commits to provide services. The certification date should not be before the intake date.

Certified Lead-Free: Residential property that has been determined by a California Certified Inspector/Risk Assessor Contractor to be absent from the presence of lead-based paint.

Certified Lead-Safe: Residential property in which lead-painted surfaces are intact and/or have been treated with measures to stabilize and eliminate lead-paint hazards and that, as such, poses no immediate threat to the occupants as determined by a California Certified Inspector/Risk Assessor Contractor.

Certified Translator: A translator that has been certified to translate a specific language and are often members of a professional translation association such as American Translators Association and American Literary Translators Association, etc.

Children: Members of a household who have not attained their 19th birthday.

Client Education/Counseling: Includes, but is not limited to, providing client with written information describing energy-saving behavioral adjustments that will decrease the energy consumption of the household; providing client with resource information, referral, and budget counseling in order to assist clients in achieving self-sufficiency; providing client with mold and lead-safe education and advising client of the benefits of weatherization in their homes.

Client Intake: Includes, but is not limited to, the process of completing an intake form and reviewing applicant documentation in order to verify eligibility.

Client Needs Assessment: The act of acquiring additional and appropriate information from an eligible client to determine the needs that can be served by Contractor and other available programs after eligibility has been established.

Contractor: The entity (partnership, corporation, agency, or association) designated on the face sheet (STD 213) of this Contract.

CORE: Combined Output Reporting Engine (CORE) System: Software used by CSD's Local Service Providers to submit Utility Assistance, Wood, Propane, and Oil transaction records for validation and further processing.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

Crisis: Weather-related and/or supply-shortage emergencies and other household energy-related emergencies that negatively impact the energy-related economic conditions of low-income households. A crisis can be caused by:

a. Cold or hot weather-related events, such as flood, earthquake, tornado, hurricane, ice storm/freeze; or events meeting such other criteria as the Governor, and/or the President of the United States, at their discretion, and/or their designee, including CSD, may determine to be appropriate; or

b. Geopolitical events, such as wars, terrorism, civil disturbances, and embargoes, including geopolitical events that negatively impact the energy-related economic conditions of low-income households.

CSD: The State of California Department of Community Services and Development.

Database Transfer: A method wherein contractors utilize a local database platform to provide CSD with downloaded client and other program data.

Di Minimis Levels: The amount of lead paint disturbed in a dwelling is comprised of 2 square feet per room of interior surfaces, or 20 square feet of exterior surface, or 10% of a small component, e.g., windowsill, baseboards, and trim. When calculating the di minimis level, the entire surface of the component must be included in the computation. For example, when replacing a 2 x 3 foot window, the de minimis level would be 6 square feet and would exceed the maximum allowance for interior surfaces and the unit would be subject to HUD Regulation.

Diagnostic Testing: Series of testing protocols performed under the weatherization program involving the use of specialized tools to assess: the operating condition of combustion appliances for general safety and carbon monoxide emission levels, and pressurized diagnostic testing procedures to assess the integrity of building envelopes and duct systems for leakage and outside air infiltration. Diagnostic tests shall only be performed by qualified individuals possessing the required skill and training needed to perform diagnostic testing activities.

Direct Services: The portion of the LIHEAP funding to carry out the provisions of LIHEAP services and activities of this Contract, to include: Weatherization, Energy Crisis Intervention Program (ECIP) Services (excluding Utility Assistance), and Wood Propane and Oil (WPO).

DOE:The United States (U.S.) Department of Energy that provides funds for the Weatherization Assistance Program for Low-Income Persons. This program is authorized by Title IV of the Energy Conservation and Production Act (Pub. L. 94-385; 42 USC § 6801). The federal regulations for this program are in 10 CFR Part 440.

Dwelling Assessment: The process used to evaluate the service needs of an eligible dwelling for weatherization services offered under the DOE and LIHEAP weatherization programs. An

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

assessment shall be performed by qualified individuals possessing the required skill and training needed to perform assessment activities.

Dwelling Unit: A house, including a stationary mobile or manufactured home, an apartment, a group of rooms, or a single room occupied as separate living quarters.

EHA-16:A term used to reference Emergency Crisis Intervention Program, Home Energy Assistance Program and Assurance-16 service components.

Elderly:An individual 60 years of age or older.

Electric Base Load Measure: A subcategory of weatherization measures designed specifically to reduce energy consumption in the areas of lighting and electrical appliances. Allowable electric base load measures include compact and torchiere fluorescent lamps, microwave ovens, refrigerator replacements, and electric water heater timers.

Electronic File:A contract or other record created, generated, sent, communicated, received, or stored by electronic means.

Emergency:Meets the federal definition at 42 USC § 8622(1) and shall be defined as being any one or more of the following conditions:

a. A natural disaster (whether or not officially declared);

b. A significant home energy supply shortage or disruption;

c. An official declaration of a significant increase in:

   i. Home energy costs;

   ii. Home energy disconnection;

   iii. Enrollment in public benefit programs; or

   iv. Unemployment and layoffs;

d. An official emergency declaration by the Secretary of Health and Human Services.

   In those situations where there is not an official federal, state, or local declaration of emergency, e.g., an undeclared natural disaster or a significant home energy supply shortage or disruption that affects a low-income individual, an emergency will be deemed to exist by CSD where there is imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

Energy Burden: The expenditures of the household for home energy divided by the income of the household.

Energy Conservation Measures (also known as Weatherization Measures): A wide variety of measures installed in or applied to the dwelling to increase the energy efficiency or to reduce the total energy expenditures of the dwelling.

Environmental Inspection: A visual assessment and sampling which includes asbestos, lead and radon when allowable per the contract. Environmental inspections shall be in accordance with all CSD policies and procedures and in compliance with all Federal and State regulations. Allowable costs include actual labor costs while on the jobsite and testing fees associated with the inspection.

Evaporative Cooler Repairs: Repair or replacement of filter pads, water pumps, belts, motors, or other components that promote efficient operation of the unit.

Final Allocation: The actual amount of funds available to Contractor under this Contract, as calculated pursuant to Title 22, California Code of Regulations, Section 100830 after CSD receives the notice of grant award for the full annual allocation based on the appropriation by Congress for the Federal Fiscal Year, and as publicly announced by CSD's Director or designee, subsequent to the execution of this Contract.

General Heat Waste Measures: A subcategory of weatherization measures designed specifically to improve energy efficiency by reducing general heat and cooling waste within the dwelling. Measures are intended to be relatively low-cost items that are quickly and easily installed with a total measure costs, including labor.

General Operating Costs: Costs that are directly allocable to those costs defined as related facilities, office and computer equipment, office supplies, telephone and travel as allowable program costs.

Hazardous Condition: Any condition posing an immediate health and safety threat to the client and/or persons working in the dwelling unit. Hazardous conditions include but are not limited to: Combustion Appliance Safety (CAS) hazards, appliance-related hazards, and electrical hazards as defined in the CSD TRM.

Heating/Air Conditioning Appliance Repairs/Replacements: The complete unit replacement, adjustments of gas pressure and/or air/fuel mixture, replacement of thermocouples, adjustment of refrigerant charge, filter replacements, or other component repairs or replacements necessary for safe and efficient operation.

Health and Safety Measures: A subcategory of weatherization measures installed to mitigate health and safety hazards generated by combustion appliances and to preserve or improve indoor

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

air quality. These measures include CO alarms, smoke alarms, heating/cooling and water heater repairs and replacements, Environmental Hazard Work weatherization and kitchen cooking appliance repair and replacements.

Highest Home Energy Needs: The home energy requirements of a household determined by taking into account both the energy burden of such household and the unique situation of such household that results from having members of vulnerable populations, including very young children (0-5), individuals with disabilities, and frail, older individuals (60+).

Home Energy Rating System (HERS) Provider, also referred to as HERS Rater: An entity or individual recognized by the California Energy Commission as a HERS Provider and certified in performing the necessary field and diagnostic testing verifications for demonstrating compliance with the 2016 Building Energy Efficiency Standards.

HUD Unit:A housing unit participating in a U.S. Department of Housing and Urban Development (HUD) Assisted Housing Program.

Infiltration Reduction Measures: A subcategory of weatherization measures installed in or applied to dwellings to reduce or stop the uncontrolled flow of conditioned air out of the dwelling or the uncontrolled flow of outside air into conditioned areas in the dwelling. Infiltration reduction is best accomplished with shell leakage technology

Intake Date:The date the Contractor receives or accepts the application.

Interim Allocations: Incremental releases of Continuing Resolution appropriations by CSD to fund LIHEAP Direct Services and Utility Assistance program activity under this Contract.

Interest Income: The interest earned by a Contractor directly generated or earned as a result of unexpended LIHEAP grant funds at the end of a contract term period. The interest earned by a Contractor is income generated as a result of depositing federal funds in an interest-bearing account.

Labor and Material Measures: Those measures where the measure reimbursement is based on the combined total of labor and material and the quantity of the measure itself is not limited to a specific amount per weatherized dwelling.

Labor and Material Single-Quantity Measures: Those weatherization measures where the reimbursement is based on the combined total of labor and material cost and the maximum quantity of the measure is limited to a single item per weatherized dwelling.

Liability Insurance: Insurance coverage to protect against claims alleging one’s negligence or inappropriate action resulting in bodily injury or property damage. Related costs shall mean those actual costs allocated for insurance bonds, general liability insurance, and pollution occurrence insurance. Pollution occurrence insurance is optional.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

Major Vehicle and Field Equipment Costs: Actual costs associated with the purchases of vehicles, office equipment and field equipment $10,000 or greater per unit used for the purpose of delivery of direct services. Pre-approval from CSD is required. Field equipment means diagnostic equipment and related equipment. Purchases must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

Materials:Materials are those allowable items that are installed in or on the dwelling. All materials shall be in conformance with the CSD TRM and 10 CFR Part 440 Appendix A – Standards for Weatherization Materials.

Maximum Amount: The dollar amount reflected on line 3 of the face sheet (STD 213) of this Contract, as amended to reflect the Final Allocation for the term of this Contract.

Migrant Farm Worker: A seasonal farm worker who performs or has performed farm work during the eligibility determination period (any consecutive 12 month period within the 24 month period preceding application for program benefits and/or services) that requires travel such that the worker is unable to return to his/her domicile (permanent place of residence) within the same day. Migrant farm worker is not a term used in the contract but is captured for reporting purposes in CSD's Weatherization Database, EARS and Intake Form (CSD 43).

Minor Vehicle and Field Equipment Costs: Actual costs associated with the purchase of vehicle, office equipment and field equipment under $10,000 per unit used for the purpose of delivery of program services. Purchases must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

Mobile or Manufactured Home: A manufactured home regulated by the California Department of Housing and Community Development (HCD) that is built on a trailer chassis and designed for highway delivery to a permanent location, and it can be a single-, double-, or triple-wide home. To receive weatherization services under a CSD program, a mobile home must be a permanent, full-time residential dwelling, with a floor area of at least 330 square feet.

Modified Dwelling Assessment: The process used to evaluate the limited service needs of an eligible dwelling that has been previously weatherized under the DOE or LIHEAP weatherization programs. The assessment is limited in scope and does not encompass a re-assessment of the entire dwelling unless measures have exceeded their useful life under LIHEAP. Assessments limited to ECIP EHCS work on dwellings not receiving weatherization services are to be included in the cost of the ECIP measure. An assessment shall be performed by qualified individuals possessing the required skill and training needed to perform assessment activities.

Modification: An immaterial change to this Contract that does not require an Amendment.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

Multi-Unit Dwellings (MUD) also known as Multi-Family Buildings (MFB): Defined as residential dwelling structures containing more than one residential unit within a single building, including: duplexes, triplexes, fourplexes, and multi-unit apartments. For purposes of travel reimbursement to Contractors and shell leakage testing, Multi-Unit Dwellings are defined as multi-unit dwellings, e.g., apartments, with five or more attached residential units.

Natural Disaster: A weather event (relating to cold or hot weather), flood, earthquake, tornado, hurricane, or ice storm, or an event meeting such other criteria as the Secretary of Federal Department of Health and Human Service, in the discretion of the Secretary, may determine to be appropriate. For the purpose of the CSD Disaster Relief Plan, emergency services may be provided to low-income individuals and families affected by a natural disaster when the event is declared by a Presidential or Gubernatorial Order as a Federal or State Emergency.

Nonprofit charitable organization: Is defined by the Internal Revenue Code, Section 501(c) (3) (26 USC § 501(c)(3)). Section 501(c) (3) is a tax law provision granting exemption from the federal income tax to nonprofit organizations. 501(c)(3) exemptions may apply to corporations, and any community chest, fund, or foundation, organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, or educational purposes, or to foster national or international amateur sports competition, or for the prevention of cruelty to children or animals.

Outreach and Its Related Costs: Outreach activities are designed to ensure that eligible households, especially households with elderly and/or disabled individuals with high home energy burdens, are made aware of the assistance available. Costs relating to these activities may include: developing outreach materials (flyer/brochure information packets), advertising costs, printing costs, outreach mailers to targeted households, travel to outreach sites and related facilities, site costs, and the referral of eligible households to assistance providers in the community. Intake and assisting with the completion of an intake form are not considered outreach or a related cost.

Parties: CSD on behalf of the State of California, and the Contractor.

Pledge: A guarantee of payment or promise to pay made by the Contractor to the Utility Company via phone, fax, e-mail or webservice and guaranteed by CSD.

Pledge Date: The date in which the Contractor contacts the Utility Company via phone, fax, e-mail or webservice to pledge a payment on behalf of the applicant.

Pledge Timeframe: A set length of time, beginning on the date the Contractor makes the pledge and ends after a fixed number of days.

Program: Weatherization, HEAP, ECIP, and Assurance 16 services provided under 42 USC §§ 8621 et seq., as amended.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

Program Income: Program income means gross income earned by Contractor that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in 45 CFR § 75.307(f). "During the period of performance" is the time between the time in which the CSD may incur new obligation to carry out the work authorized under the award.

Reweatherization: Once a dwelling has been submitted to CSD for reimbursement as a completed unit, any subsequent weatherization services provided to the dwelling shall be considered reweatherization.

Ride-along: A representative of the Contractor who accompanies a designated third-party inspector while performing on-site inspections. CSD requires that, when possible, a ride-along be sufficiently trained to make necessary corrections during inspections, thereby minimizing or eliminating the need for return trips that may inconvenience the client and/or require re-inspection in accordance with the CSD TRM.

Seasonal Farm Worker: A person who during the eligibility determination period (any 12 month period within the 24 month period preceding application for program benefits and/or services) was employed at least 25 days in farm work or earned at least $400 in farm work and who has been primarily employed in farm work on a seasonal basis, without a constant year-round salary. Seasonal farm worker is not a term used in the Contract but is captured for reporting purposes in CSD's Weatherization Database, EARS and Intake Form (CSD 43).

Separate Living Quarters: Living quarters in which the occupant(s) do not live and eat with any other person(s) in the structure and which have either: (1) direct access from the outside of the building or through a common hall; or (2) complete kitchen facilities for the exclusive use of the occupant(s). The occupant(s) may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements.

Single-Family Dwelling: A dwelling structure containing no more than one dwelling unit. For the purposes of travel reimbursement and shell leakage testing, a single-family dwelling is defined as a one-unit, single-family dwelling or a one-unit, single-residential housing dwelling with one to four attached units.

Single Quantity Fixed-Fee Measures: Those weatherization measures with an assigned fixed-fee reimbursement and which limit the maximum quantity of the measure/service to a single item per weatherized dwelling.

State: The State of California Department of Community Services and Development.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

Subcontractor: An entity (partnership, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Contract.

Subcontract: A separate contract or agreement entered into by and between Contractor and Subcontractor to fulfill direct program or administrative tasks in support of this Contract.

Useful Life: Useful life means the length of time a Weatherization or ECIP HCS measure is expected to be useable.

Utility Assistance Funding: The portion of LIHEAP funding used to provide utility assistance services under ECIP Fast Track and HEAP Electric and Gas. These funds are administered by Contractor but paid to eligible clients – or to utility companies on the client's behalf – by CSD from Contractor's allocated amount of funding.

Vendor: An individual, sole proprietorship, firm, partnership, corporation, or any other business venture from which materials and goods are supplied and purchased.

Vulnerable Populations: Young children (ages 5 years or under), disabled, and elderly persons (ages 60 or older).

Weatherization Training and Its Related Costs: Costs associated with the training of personnel or subcontractors as specified in Article 9.1 of this Contract. Training may also include internal Contractor training, and attendance at weatherization-related training to include system training or other forms of weatherization training sponsored by DOE, CSD, and/or other organizations. Related costs may include salary/wages, materials, fees and travel. Excludes incurred costs associated with participation and attendance at policy advisory committee meetings and workgroups.

Workers' Compensation: Insurance that covers medical and rehabilitation costs and lost wages for employees injured at work. Workers' compensation shall mean those actual costs associated with workers' compensation coverage for program staff whose salaries and wages are chargeable under program costs.

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

ARTICLE 14 - TABLE OF FORMS AND DOCUMENTS INCORPORATED BY REFERENCE

The following forms and documents are available on the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

14.1 Forms to be returned with signed contract:

14.1.1 Certification Regarding Lobbying/Disclosure of Lobbying Activities;

14.1.2 Agency Staff and Board Roster (CSD 188);

14.1.3 Federal Funding Accountability and Transparency Act Report (CSD 279);

14.1.4 2023 LIHEAP Production Plan (CSD 622);

14.1.5 Agency Local Plan; and

14.1.6 Public Website Update Form (CSD Form 251).

14.2 The following documents are hereby incorporated by this reference:

14.2.1 2023 LIHEAP Numbers, Contractors, and Service Territories;

14.2.2 Agency Local Plan;

14.2.3 State Administrative Manual Section 5300 at http://sam.dgs.ca.gov/TOC/5300.aspx;

14.2.4 Reimbursement Rates for Weatherization and EHCS Activities;

14.2.5 Statewide Information Management Manual at https://cdt.ca.gov/policy/simm/;

14.2.6 Supplemental Audit Guide;

14.2.7 CSD Weatherization Training Program Requirements Matrix; and

14.2.8 Direct Pay Utility Pledge Timeframe.

14.3 The following CPA's and CPN's are hereby incorporated by reference:

14.3.1 CPA-A-12-01 Program Procedure Guidance with NCB Procurement Worksheet;

14.3.2 CPA-E-18-005 Expenditure Reconciliation Policy and Procedure;

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

14.3.3 CPN-A-17-01 Equipment Use and Disposition Requirements;

14.3.4 CPN-A-18-01 Program Income;

14.3.5 CPN-E-19-001 Working Capital Advance;

14.3.6 CPN-E-19-002 Energy Reimbursement Policies and Procedures;

14.3.7 CPN-E-20-01 SWEATS Policy;

14.3.8 CPA-E-20-01 COVID-19 Guidance and Program Relief

14.3.8.1 CPA-E-20-01E Guidance and Program Relief for LSPs Impacted by COVID-19

14.3.9 CPA-A-20-02 Administrative Relief from Loss of Operations Due to COVID-19 Crisis

14.3.10 CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy;

14.3.10.1 CPN-E-20-02E PSPS Emergency Preparedness Pilot Policy Errata

14.3.10.2 CPN-E-20-02M PSPS Emergency Preparedness Pilot Policy

14.3.10.3 CPN-E-20-02M2 PSPS Emergency Preparedness Pilot Policy Modification

14.3.10.4 CPN-E-20-02M3 PSPS Emergency Preparedness Pilot Policy

14.3.11. CPN-E-20-03E7 Payment of Wages and Benefits COVID-19 Errata 7

14.3.12 CPN-E-20-05 Transferring Funds

14.3.13 CPA-E-20-09 Raising Procurement Levels

14.3.14 CPA-E-21-01 Technical Reference Manual Transition

14.3.15 CPA-E-21-02 Revised Weatherization Forms Implementation

14.3.15.1 CPA-E-21-02E Revised Weatherization Form Implementation

14.3.16 CPA-E-21-04 WPO Benefit Formula Policy
14.3.16.1 CPA-E-21-04M WPO Benefit Formula Policy Modification

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

Department of Community Services and Development
CSD 279 (Rev. 4/2022)

Community Services and Development
Federal Funding Accountability and Transparency Act Report Form

Return with the Contract

As of October 1, 2010, CSD is required to comply with sub-award reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA). CSD must file the FFATA sub- award report by the end of the month following the month in which CSD awards funds greater than or equal to $25,000 to any agency/service provider. In accordance with terms of the CSD agreement, agencies are required to provide the information requested in this form on or beforethe above due date. Failure to timely submit the completed form may result in "high-risk" designation and/or imposition of additional special terms and conditions on the agency's eligibility for CSD funds.

Please e-mail completed report form to the program e-mail address listed below:

Department of Energy Weatherization Assistance Program: Wx@csd.ca.gov

Community Services Block Grant: csbg.div@csd.ca.gov

Low Income Home Energy Assistance Program: Wx@csd.ca.gov

AGENCY/SUB-AWARDEE INFORMATION

Agency Name	County of Mariposa	
Program Type **(Check One)**	☐**CSBG** ☐**LIHEAP** ☐**DOE WAP** ☐**OTHER** LIHEAP	
Contract Number	23B-5021	
Performance Period(s) (mm/dd/yy - mm/dd/yy)	11/01/22 - 6/30/24	
Agency Unique Entity ID (SAM.gov) **NEW**	71859607	
Agency Primary Contact Information *(person responsible for completing thisform)*	Name:	Lori Norman
	Title:	Senior Administrative Analyst
	E-Mail:	lnorman@mariposacounty.org
	Phone:	209-742-0851
Location of Agency	Mailing Address:	P.O. Box 99, Mariposa
	State:	California
	Zip + 4 Digits (+4 digit is required)	95338-0099
	U.S. Congressional District:	4th District
	State Assembly District:	District 5
	State Senate District:	District 8

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

Department of Community Services and Development
CSD 279 (Rev. 4/2022)

Place of Performance *(where program funds are primarily spent, if different from agency location above)*	Mailing Address:	5362 Lemee Lane, Mariposa
	State:	California
	Zip + 4 Digits (+4 digit is required)	95338
	U.S. Congressional District:	4th District
	State Assembly District:	District 5
	State Senate District:	District 8
Agency (Sub-Awardee) Executive Compensation Reporting	Is more than 80% of your agency's annual gross revenue from the Federal government? (If YES, continue to the next question. **If NO, you are now finished completing this form.)**	☐ Yes ☒ No
	Does your agency's total annual federal funding exceed $25 million? (If YES, continue to the next question. **If NO, you are now finished completing this form.)**	☐ Yes ☐ No
	Is your agency one of the entities described below? ▪ A tax-exempt nonprofit entity required to file an annual Form 990 return with the Internal Revenue Service (IRS). ▪ A publicly owned corporation required to file annual reports with the Securities and Exchange Commission (SEC).	☐ Yes ☐ No
	(If NO, please list the names and compensation of your agency's top five highest compensated employees in the spaces below. If YES, you are now finished completing this form.)	
Five Highest Compensated Executives/Employees	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	

DocuSign Envelope ID: 6C3C1502-25BB-4627-95B7-499DF5AA7BE9

Description of Information Requested

Place of Performance

Address represents where the prime recipient is performing the majority of work funded. If the award fundsmultiple projects in different locations, then an address such as a city hall or county seat may be the most appropriate if it represent where the majority of funds are being used.

Agency/Sub-Awardee Executive Compensation Reporting

Sub-awardees must report the total compensation and names of the top five executives in the organization if:

a) More than 80% of the annual gross revenues are from the Federal government, and those revenues aregreater than $25 million annually; and

b) Compensation information is not readily available through reporting to the to the IRS on a Form 990 (section6104 of the Internal Revenue Code of 1986), or through reporting to Securities and Exchange Commission (SEC).SEC reporting is required for publicly owned/traded corporations.

Exemptions: Refer to 2 CFR
Part 170 for exemption criteria. http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-part170.pdf

Additional Resources

Unique Entity ID (UEI Number)	
On April 4, 2022, the D-U-N-S® Number will be removed and the Unique Entity ID (SAM) will be the authoritative identifier. This ID is used within SAM.gov and other government award and financial systems to identify a unique entity. The transition to the Unique Entity ID (SAM) is a federal governmentwide initiative.	https://sam.gov/content/home https://gsa.gov/entityid
Zip Code + 4 Digit Zip	
Use the United States Postal Service website to identify your +4 digit zip	https://tools.usps.com/go/ZipLookupAction!input.action
Congressional District	
Use the following sites to identify your congressional district	
U.S. Congressional District	http://www.house.gov/representatives/find/
State Assembly and Senate District	http://findyourrep.legislature.ca.gov/
Reporting Requirement Regulations	
The Federal Funding Accountability and Transparency Act of 2006	http://www.gpo.gov/fdsys/pkg/PLAW-109publ282/html/PLAW-109publ282.htm
FFATA Subaward Reporting System (FSRS) website	https://www.fsrs.gov/

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-257

MEETING: June 18, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve Submission of the "Mariposa County Mental Health Services Act (MHSA) Annual Update for Fiscal year 2024-2025" to the Department of Health Care Services (DHCS) and "Annual Prevention and Early Intervention (PEI) Report for Fiscal Year 2022-2023" and "Annual Innovation Report for Fiscal Year 2022-2023"; Authorize the Health and Human Services Agency (HHSA) Director to Implement Those Activities Within the Annual Update for Fiscal Year 2024-2025 Upon DHCS Approval; and Authorize the Health and Human Services Agency Director to Sign the Certifications with DHCS with Regard to the MHSA Plan (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Approve Submission of the "Mariposa County Mental Health Services Act (MHSA) Annual Update for Fiscal year 2024-2025" to the Department of Health Care Services (DHCS) and "Annual Prevention and Early Intervention (PEI) Report for Fiscal Year 2022-2023" and "Annual Innovation Report for Fiscal Year 2022-2023"; Authorize the Health and Human Services Agency (HHSA) Director to Implement Those Activities Within the Annual Update for Fiscal Year 2024-2025 Upon DHCS Approval; and Authorize the Health and Human Services Agency Director to Sign the Certifications with DHCS with Regard to the MHSA Plan (Subject to Approval as to Legal Form by County Counsel).

The Prevention and Early Intervention (PEI) Annual Program Evaluation presents summaries and analysis of the PEI projects active during the fiscal year (2022-2023). PEI is designed to engage individuals and prevent mental illnesses from becoming severe and disabling. PEI projects are also intended to increase the timely access to services for underserved populations. The goal is to reduce adverse outcomes that may be a result of an untreated mental health illness.

The Annual Innovation report from fiscal year 2022-2023 presents an update on the Psychiatric Advanced Directive project. Innovation programs are designed to find new approaches to improve mental health services, delivery of services, quality of services, or improve outcomes by promoting interagency collaboration.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board approved the previous 23/26 MHSA Plan Update on June 20, 2023, by Resolution 2023-346

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The Annual Update Report of the MHSA plan is required in order to continue to receive MHSA funding. If this submission for the Annual Update Report is not approved by the Board, Mariposa County Behavioral Health will lose a primary revenue source. This would result in the discontinuance of successful MHSA programs.

FINANCIAL IMPACT

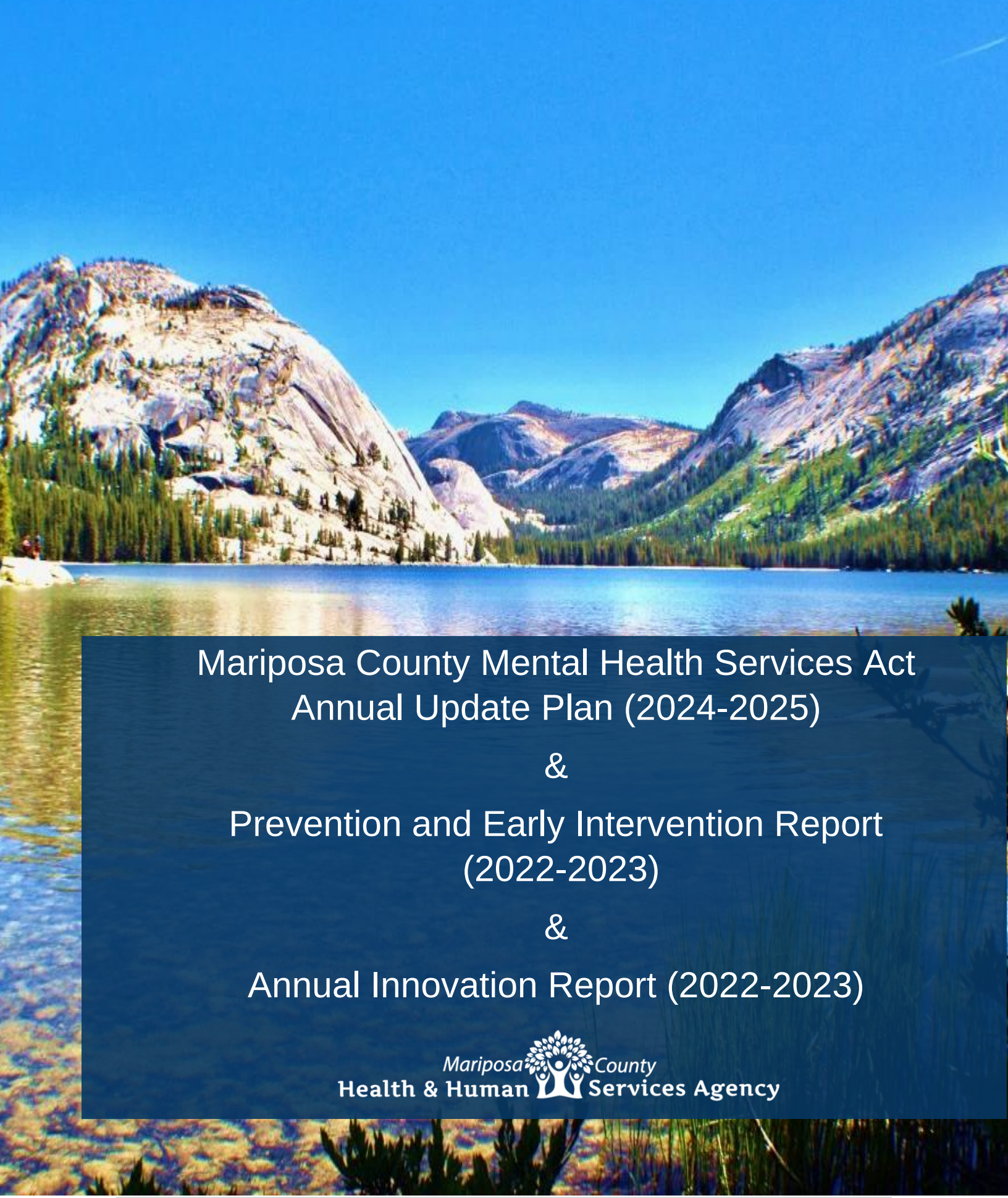
There is no impact to the General Fund

ATTACHMENTS

1. **MHSA DRAFT Annual Update (2024-2025) & PEI Report (2022-2023)_Board of Supervisors_FINAL**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe



Mariposa County Mental Health Services Act Annual Update Plan (2024-2025)

&

Prevention and Early Intervention Report (2022-2023)

&

Annual Innovation Report (2022-2023)

Mariposa County
Health & Human Services Agency

Table of Contents

Mariposa County Mental Health Services Act Annual Update Expenditure Plan 2024-2025 7
Executive Summary 8
MHSA Fiscal Accountability Certification 9
Mental Health Services Act Overview 10
Mental Health Services Act Guiding Principles 11
Three-Year Plans and Annual Updates 12
Mariposa County Demographics 13
Community Planning 17
2023 Local Review 19
Notice of Public Hearing 21
Stakeholder Input and Feedback 23
Stakeholder Description 25
Stakeholder Results 34
Stakeholder Substantive Comments & Changes 54
MHSA 2023 - 2026 Overview 55
2023 Community Needs Assessment 56
- Age – 57
- Ethnicity – 57
- Gender – 57
- Language – 58

Community Services and Supports (CSS) Overview 59
Proposed CSS Programs 60
- Full-Service Partnerships (FSP's) 60
- General Systems Development (GSD) 60

CSS - County Capacity to Implement 61
Adults Unit 62
Full-Service Partnership 62
Children's Family Services Unit 65
Full-Service Partnership 65
Wellness Center 68
General System Development 68

Peer Support at Wellness Center 70
General System Development 70
Prevention and Early Intervention (PEI) Overview 72
Proposed PEI Programs 73
Early Intervention: 73
Prevention: 73
Outreach for Increasing Recognition of Early Signs of Mental Illness: 73
Stigma and Discrimination Reduction: 73
Suicide Prevention: 73
Access and Linkage to Treatment: 73
PEI Community Planning Process 74
PEI Priority Areas 75
Family Resource Center 76
Early Intervention 76
Yosemite National Park Services Program 78
Prevention 78
Aramark (In YNP) Prevention Services 81
Prevention 81
Friendly Visitor 83
Prevention 83
Mental Health First Aid 85
Increasing Recognition of Early Signs 85
Mariposa Minds Matter Task Force 87
Stigma & Discrimination Reduction 87
Central Valley Suicide Prevention Hotline 89
Suicide Prevention 89
Access and Linkage 91
Opt Out 91
Workforce Education and Training Overview 92
WET Proposed Programs 93
Proposed programs within Workforce, Education and Training: 93
Workforce Needs Assessment 2020: 93
Regional Loan Repayment Program 95
Workforce, Education and Training 95
Capital Facilities and Technological Needs (CFTN) Overview 96

Innovation (INN) Overview 97
Innovation Programs 98
Psychiatric Advance Directive 99
Virtual Reality 101
Three Year Plan (2023-2026) Expenditure Plan 102
Mariposa County Health and Human Services and Prevention and Early Intervention Report (2022-2023) 116
Annual PEI Report 2022-2023 Overview 117
Annual PEI Report 2022-2023 Overview 118
School Services 119
Yosemite National Park Prevention Program 121
Mental Health First Aid 124
Mariposa Minds Matter 126
Central Valley Suicide Prevention Hotline 129
School Suicide Prevention Program 131
Aggregated Demographic Information for all PEI Components 133
Mariposa County Health and Human Services and Multi-County PADs Annual Report 136
FY 21-22 through 22-23 136
Mariposa County Health and Human Services and Multi-County PADs Annual Report 147
Calendar Year 2023 147
Behavioral Health Board Agenda 155
Board of Supervisor Resolution 156
Website Screenshot with Draft Posting 157
Appendix 158
Appendix A: Stakeholder Survey (Page 1 of 8) 158
Appendix B: Stakeholder PPT (Page 1 of 2) 166
Appendix C: Stakeholder Flyer (1 page) 168
Appendix D: Stakeholder Facebook Post (1 page) 169
Appendix E: Stakeholder Poppy/Health and Human Services Agency Post (1 page) 170
Appendix F: MHSA- General Requirements Policy & Procedure (Page 1 of 4) 171
Appendix G: Social Worker Supervisor II Job Description (Page 1 of 2) 175
Appendix H: Staff Services Analyst I/II Job Description (Page 1 of 6) 177
Appendix I: Email of MHSA Stakeholder Correspondence (Page 1 of 1) 183
Appendix J: MHSA Stakeholder Survey Responses (Page 1 of 10) 184
Appendix K: MHSA CPPP Staff Training PowerPoint (Page 1 of 2) 194

Appendix L: 2020 WET Assessment (Page 1 of 2) 196
Appendix M: Personal Services Agreement – Syracuse University and Mariposa County (PADS) (Page 1 of 14) 198
Appendix N: Burton Blatt Institute Scope of Work (PADS) (Page 1 of 5) 212
Appendix O: Subcontractor Standard Agreements (PADs) (Page 1 of 12) 217
Appendix P: August PADs Convening (PADs) (Page 1 of 4) 229
Appendix Q: PADs Timeline (PADs) (Page 1 of 4) 233
Appendix R: PADs Website and Analytics (PADs) (Page 1 of 7) 237
Appendix S: Flyers (PADs) (Page 1 of 3) 244
Appendix T: Statement of Intent (PADs) (Page 1 of 2) 247
Appendix U: Report on Implementation (PADs) (Page 1 of 3) 249
Appendix V: Chorus Innovations Deliverables 2 (PADs) (Page 1 of 11) 252
Appendix W: Chorus Innovations: Year End Update (PADs) (Page 1 of 25) 263
Appendix X: Idea Engineering Status Update Report (PADs) (Page 1 of 2) 288
Appendix Y: Painted Brain & CAMHPRO Peer Voice-Advocacy & Education Grant (PADs) (Page 1 of 22) 290
Appendix Z: RAND-PADs Evaluation (PADs) (Page 1 of 2) 312
Appendix AA: Syracuse University-Fiscal Intermediary & Financial Update (PADs) (Page 1 of 4) 314
Appendix BB: Public Hearing Agenda 318
Appendix CC: Website and Facebook Screenshot of Draft Posting 319
Appendix DD: Behavioral Health Board Presentation (Page 1 of 14) 320
Appendix EE: MHSA Annual Update Stakeholder Survey FY 24-25 (Page 1 of 12) 334
Appendix FF: MHSA Annual Update Stakeholder PPT FY 24-25 (Page 1 of 5) 346
Appendix GG: MHSA Annual Update Stakeholder Survey Flyer FY 24-25 (Page 1) 351
Appendix HH: MHSA Annual Update Stakeholder Survey Flyer FY 24-25 Facebook Post (Page 1) 352
Appendix II: MHSA Annual Update Stakeholder Survey Flyer FY 24-25 Poppy/Health and Human Services Agency Post (Page 1) 353
Appendix JJ: MHSA Annual Stakeholder Survey Results PowerPoint (Page 1 of 15) 354
Appendix KK: Public Hearing Agenda (Page 1 of 2) 369
Appendix LL: Website and Facebook Screenshot of Draft Posting (Page 1) 371
Appendix MM: Behavioral Health Board Presentation (Page 1-13) 372
Appendix NN: Behavioral Health Board Meeting Minutes (Page 1) 385
Appendix OO: Behavioral Health Board Presentation Sign in Sheet (Page 1) 385
Appendix PP: Board of Supervisors Agenda (Page 1 of X) 386
Appendix QQ: Board of Supervisors MHSA Presentation (Page 1 of X) 386

Appendix RR: PADS Annual Report, Alpha Omega -Translation/Interpretation (Page 1 of 2) 387
Appendix SS: PADS Annual Report, Burton Blatt Institute- Evaluation/Technology (Page 1 of 8) 389
Appendix TT: PADS Annual Report, Chorus Innovations- Technology (Page 1 of 8) 397
Appendix UU: PADS Annual Report, Idea Engineering- Marketing and Website (Page 1 of 11) .. 405
Appendix VV: PADS Annual Report, Painted Bain- Peer Voice (Page 1 of 3)..... 416
Appendix WW: PADS Annual Report, RAND- Evaluation/User experience (Page 1 of 2) 419
Appendix XX: PADS Annual Report, Syracuse University- Fiscal Intermediary (Page 1 of 3)..... 421

Mariposa County Mental Health Services Act Annual Update Expenditure Plan 2024-2025

Executive Summary

This document serves as a blueprint and description of the programs proposed and funded by the Mental Health Services Act for the years 2023 through 2026.

Community Services and Supports (CSS):

- Full-Service Partnerships (FSP): Mariposa County Behavioral Health and Recovery Services (MCBHRS) plans to continue providing mental health services to serious mental illness/serious emotional disturbance populations.
- General System Development (GSD): The one Peer Support position assigned to the Wellness Center will continue as well as the operation of the Wellness Center.

Prevention and Early Intervention (PEI):

- Mental Health First Aid- Outreach for increasing recognition on early signs of mental illness.
- Mariposa Minds Matter Task Force- A task force to reduce Stigma and Discrimination around mental illness.
- Friendly Visitor Program – A prevention program to serve isolated elderly adults.
- Family Resource Center- An early intervention program for children, families, or caregivers to connect with parent-to-parent support, coaching, mentoring, referrals to services, and emotional peer support.
- Yosemite National Park- A prevention program to provide health interventions and education to increase emotional wellness for the Yosemite National Park employees and their families or caregivers.
- Aramark- A prevention program to provide health interventions and education to increase emotional wellness for Aramark employees and their families or caregivers.
- Central Valley Suicide Prevention Hotline- A prevention hotline to reduce mental illness related suicides and provide timely access to services.

Workforce Education and Training (WET):

- Regional Loan Repayment Program- A regional collaborative loan repayment program with the Central Valley Regional group.

Innovation (INN):

- Psychiatric Advanced Directive (PADS)- A multi-county collaborative project to create a standardized template and accessible technology.
- MCBHRS is in the development of a virtual reality Innovation project.

NOTE: All changes / updates from this point on are indicated in red throughout the document.

Enclosure 1

MHSA COUNTY FISCAL ACCOUNTABILITY CERTIFICATION[1]

County/City: Mariposa

- ☐ Three-Year Program and Expenditure Plan
- ☑ Annual Update
- ☐ Annual Revenue and Expenditure Report

Local Mental Health Director	County Auditor-Controller / City Financial Officer
Name: Sheila Baker	Name: Luis Mercado
Telephone Number: (209)742-0932	Telephone Number: (209)966-1310
E-mail: sbaker@mariposacounty.org	E-mail: lmercado@mariposacounty.org

Local Mental Health Mailing Address:
Mariposa County Health and Human Services Agency
5362 Lemee Lane
Mariposa, CA 95338

I hereby certify that the Three-Year Program and Expenditure Plan, Annual Update or Annual Revenue and Expenditure Report is true and correct and that the County has complied with all fiscal accountability requirements as required by law or as directed by the State Department of Health Care Services and the Mental Health Services Oversight and Accountability Commission, and that all expenditures are consistent with the requirements of the Mental Health Services Act (MHSA), including Welfare and Institutions Code (WIC) sections 5813.5, 5830, 5840, 5847, 5891, and 5892; and Title 9 of the California Code of Regulations sections 3400 and 3410. I further certify that all expenditures are consistent with an approved plan or update and that MHSA funds will only be used for programs specified in the Mental Health Services Act. Other than funds placed in a reserve in accordance with an approved plan, any funds allocated to a county which are not spent for their authorized purpose within the time period specified in WIC section 5892(h), shall revert to the state to be deposited into the fund and available for counties in future years.

I declare under penalty of perjury under the laws of this state that the foregoing and the attached update/revenue and expenditure report is true and correct to the best of my knowledge.

Sheila Baker
Local Mental Health Director (PRINT)

Sheila Baker 5/24/24
Signature Date

Kristina Kenedy
Health and Human Services Director

I hereby certify that for the fiscal year ended June 30, _____, the County/City has maintained an interest-bearing local Mental Health Services (MHS) Fund (WIC 5892(f)); and that the County's/City's financial statements are audited annually by an independent auditor and the most recent audit report is dated _____ for the fiscal year ended June 30,_____. I further certify that for the fiscal year ended June 30,_____, the State MHSA distributions were recorded as revenues in the local MHS Fund; that County/City MHSA expenditures and transfers out were appropriated by the Board of Supervisors and recorded in compliance with such appropriations; and that the County/City has complied with WIC section 5891(a), in that local MHS funds may not be loaned to a county general fund or any other county fund.

I declare under penalty of perjury under the laws of this state that the foregoing, and if there is a revenue and expenditure report attached, is true and correct to the best of my knowledge.

Luis Mercado
County Auditor Controller / City Financial Officer (PRINT)

5/28/24
Signature Date

[1] Welfare and Institutions Code Sections 5847(b)(9) and 5899(a)
Three-Year Program and Expenditure Plan, Annual Update, and RER Certification (07/22/2013)

What is the purpose of this document?

This document serves as a blueprint and description of the programs purposed and funded by the Mental Health Services Act.

What is the Mental Health Services Act?

The Mental Health Services Act (MHSA), also known as Prop 63, was passed by California voters in 2004. The Act imposes a 1% tax on personal income in excess of one million dollars. This funding is then divided between the counties and used to address mental health across the state. Local County Mental Health Programs receive this money to operate an MHSA program.

MHSA Programs are intended to increase access and services for underserved and unserved populations.

MHSA includes five main components: Community Services and Supports (CSS); Prevention and Early Intervention (PEI); Innovation (INN); Workforce, Education and Training (WET); Capital Facilities & Technological Needs (CFTN).

Community Services and Supports (CSS) overarching purpose is to ensure that seriously mentally ill individuals have access to all necessary mental health services. This is provided through outreach and direct services for children, transitional aged youth, adults, and older adults with a serious mental illness.

Prevention and Early intervention (PEI) programs are partially intended to prevent a serious mental illness by promoting strategies that reduce risk factors. Additionally, PEI programs are to be designed to improve timely access to services and a better understanding of recognizing early signs of mental illness.

Innovation (INN) projects are to be designed to find new approaches to improve mental health services, delivery of services, quality of services, or improve outcomes by promoting interagency collaboration.

Workforce, Education and Training (WET) is the component of MHSA that aims to reduce the workforce shortages of qualified staff in the mental health field, by supporting, building, retaining and training.

Capital Facilities & Technological Needs (CFTN) is designed to address the infrastructure needs to support the implementation of technological needs in order to improve mental health services.

MHSA incorporates standard principles that are to be integrated throughout the mental health programs, services and supports.

What are the MHSA Standard Principles?

Community Collaboration – A process by which clients and/or families receiving services, other community members, agencies, organizations, and businesses work together to share information and resources in order to fulfill shared visions and goals.

Cultural Competence – Working to achieve the desired goals, while incorporating the community's diverse beliefs, racial/ethnic, cultural, and linguistic systems into Mariposa County's policies, program planning, and service delivery.

Client and Family Driven – Adult clients and families of children have the primary decision-making role in identifying his or her needs, preferences, and strengths. A shared decision-making role in determining services enhances the supports that are most effective for him or her.

Wellness, Recovery, and Resilience Focused – A health system that is focused on promoting wellness, recovery and resilience by people participating fully in their community.

Integrated Service Experiences for Clients and their Families – The client, and/or family accesses a full range of services provided by multiple agencies, programs, and funding sources in a comprehensive and coordinated manner. Mariposa County continues to promote all the standard principles that are fundamental to each of the MHSA programs.

What is a Three-Year Plan and an Annual Update

MHSA regulation requires that counties prepare a three-year plan outlining programs and services that will be funded for the next three years. Counties are also required to provide subsequent annual updates to the three-year plan during that timeframe to address each of the components listed above, and any changes in programs. A three-year plan or an annual update requires community stakeholders to participate in a community planning process that allows stakeholders an opportunity to provide feedback on the programs and services counties offer through the MHSA funding.

MHSA Plan Timeline 2023-2026

2023	Three-Year Plan (2023 - 2026)
2024	Annual Update (2024 - 2025)
2025	Annual Update (2025 - 2026)
2026	Three-Year Plan (2026 - 2029)
2027	Annual Update (2027 - 2028)

Mariposa County Demographics

Mariposa County is a small, rural county in California with a population of approximately 17,569. This rural county is nestled in the Central Sierra Nevada Mountain range, west of Yosemite National Park, with a total of 1448.82 square miles. With about 11.8 residents per square mile, Mariposa is one of the smallest counties in the state. Mariposa County borders Yosemite National Park, which hosts up to 4 million visitors annually.

Mariposa County has no incorporated cities; and no permanent stoplights. There are eight census-designated areas: Mariposa, Midpines, Cathey's Valley, Coulterville, La Grange, Greeley Hill, El Portal, and Yosemite. Mariposa is the main population area of the county. With such a small population and a mountainous land mass, traversing Mariposa County can be difficult. It can take up to 90 minutes to reach from one end of the county to the other, and weather conditions may make roads dangerous and unusable. In addition, there is little to no public transportation in Mariposa County, which makes access to services difficult for geographically isolated people.

Age Population

Mariposa County's age demographics show that the Older Adult (65+) population is significantly higher at 28.9% compared to the statewide average of 14%. The average percentage of persons under 18 in California is 22.5%, higher than in Mariposa County, which is 20.3%. According to the 2020 US Census Bureau, in Mariposa County, approximately 4.2% of individuals are ages zero to five, 16.1% are between ages six to eighteen, and 50.8% are between nineteen and sixty-four.

Mariposa County Population 2020 Census	
Age Distribution	**Percentage**
0-5	4.2%
Under 18	16.1%
19-64	50.8%
65+	28.9%

Race/Ethnicity

Mariposa County has a predominantly white population. Census data from the U.S. census bureau website indicates that Mariposa County is approximately 79% White, 1.3% African American, Alaskan Native/American Indian 3.5%, Asian/Pacific Islander 1.6%, 12.1% Hispanic, and 2.5% of "other" groups. Although its racial/ethnic diversity is limited, the County has a Native American and Hispanic population. While not federally recognized, Mariposa County works closely with the local Mi-Wuk tribe to provide outreach and services.

Race/Ethnicity	Percentage
African American	1.3%
Alaskan Native/American Indian	3.5%
Asian/Pacific Islander	1.6%
White	79.0%
Hispanic	12.1%
Other	2.5%

Gender

According to the 2020 census data from the U.S. census bureau website, Mariposa County has 51% male and 49% female.

Gender	Percentage
Male	51%
Female	49%

Military Status

Mariposa County’s adult population includes 1,522 veterans who make up 10.5% of the adult population and are mainly in the older age groups.

Language Spoken

The Census Reporter data from 2021 reports that Mariposa County residents' primary language is English at 91%. Spanish is 6%, and 3% is Indo-European, Asian & Pacific Island and other languages.

Language	Percentage
English	91%
Spanish	6%
Indo-European, Asian & Pacific Island, and Other	3%

Economic Landscape

Mariposa County has a wide variety of recreational opportunities available that makes the county one of California's most popular year-round vacation destinations, with Yosemite National Park annually drawing nearly four million tourists from all over the world. Yosemite National Park and its affiliates are amongst the area's largest employers. As such, tourism is this rural county's primary industry.

The per capita income is around $28,757 in comparison the statewide per capita income was $36,955 according to the American Community Survey 2019 data. The U.S Census Bureau data from 2019 reports the median household income at $48,820 which is significantly lower than the California median household income of $80,440.

The 2020 Census Bureau estimates 15.2% of the population lives at or below the poverty line. This number is higher than the national average of 12.3%. The Kids Count Data Center reports that children living in poverty in 2016 for Mariposa County was 19.3%.

As of December 2020, the unemployment rate for Mariposa sits at 10.3%. The state unemployment rate is 9.1% and the national unemployment rate is 6.7%. The lack of available jobs leads to higher unemployment, lower median household incomes, and a higher proportion of the population living below poverty, as compared to the state overall.

Geographic Isolation

The County spans approximately 1448.82 square miles. Residences tend to be spread out and relatively isolated from large urban centers. All county services are provided in the unincorporated township of Mariposa, with some agencies, including Health and Human Services Agency, providing limited services to those communities geographically removed from the town of Mariposa. The sparse population of the County, to its geographic size, coupled with a lack of public transportation and infrastructure, results in considerable social isolation.

Combined with a lack of opportunity, the isolation of the County's residents creates an environment ripe for depression, anxiety, and other mental and behavioral health disorders. Also, it provides an environment conducive to illegal activities and substance abuse. Additionally, those in need of services face multiple barriers to accessing them.

Housing

The 2019 Mariposa County Needs Assessment estimated that 33.5% of homeowners in Mariposa County are “housing burdened” in that they spend 35% or more of household income on housing costs, while renters spend 38.5%. Furthermore, fair market rent prices have steadily increased for all rental-housing sizes over the years. Additionally, the population struggles with housing, food security, access to healthcare, and transportation –without basic needs, individuals and families can easily fall into cyclical poverty.

What is a Stakeholder?

A stakeholder is defined by Title 9 as "An individual or entity with an interest in mental health services in the state of California, including but not limited to: an individual with serious mental illness and/or emotional disturbance and/or their families; providers of mental health and/or related services such as physical health care and/or social services; educators and/or representatives of education; representatives of law enforcement; and any other organization that represents the interests of individuals with serious mental illness and/or serious emotional disturbance and/or their families."

Three-Year Planning Process:

Planning/Development Stage (September - October)	•Begin developing a robust list of stakeholders •Develop extensive stakeholder survey •Begin planning for stakeholder meetings
Stakeholder Input/Feedback (October - January)	•Conduct stakeholder meetings •Receive feedback •Begin gathering data
Draft Three-Year Plan (January - March)	•Continue to receive stakeholder feedback •Evaluate all stakeholder feedback •Plan and execute draft MHSA plan
Public Review (March - April)	•Take draft MHSA plan to Behavioral Health Board for review •Post draft MHSA plan for 30 days •Continue to receive feedback / input
Public Hearing (May)	•Behavioral Health Board hosts public hearing •Stakeholders provide final feedback •Make edits / additions etc. to draft MHSA plan
Approval (May – June 1st)	•Submit MHSA 3yr plan to Board of Supervisors for approval •Submit approved MHSA 3yr plan to DHCS within 30 days •Submit approved MHSA 3yr plan to MHSOAC

FY 24-25 Planning Process:

Planning/Development Stage (September - January)	•Begin developing a robust list of stakeholders •Develop extensive stakeholder survey •Begin planning for stakeholder meetings
Stakeholder Input/Feedback (January - February)	•Conduct stakeholder meeting •Receive feedback •Begin gathering data
Draft Three-Year Plan (February - March)	•Continue to receive stakeholder feedback •Evaluate all stakeholder feedback •Plan and execute draft MHSA plan
Public Review (March - April)	•Take draft MHSA plan to Behavioral Health Board for review •Post draft MHSA plan for 30 days •Continue to receive feedback / input
Public Hearing (May)	•Behavioral Health Board hosts public hearing •Stakeholders provide final feedback •Make edits / additions etc. to draft MHSA plan
Approval (May – June 1st)	•Submit MHSA 3yr plan to Board of Supervisors for approval •Submit approved MHSA 3yr plan to DHCS within 30 days •Submit approved MHSA 3yr plan to MHSOAC

Stakeholder Input/Feedback:

Stakeholder feedback was gathered beginning in September 2022 and continued through December 2022. Mariposa County Behavioral Health and Recovery Services (MCBHRS) attended eighteen different stakeholder groups to provide education and garner feedback. A total of 139 surveys were completed over the four-month period. The surveys were also posted on our Facebook page, and available in all Behavioral Health lobbies.

Mariposa County Behavioral Health and Recovery Services collected stakeholder feedback from January 2024 to March 2024. MCBHRS organized an in-person stakeholder meeting to educate and obtain feedback. The stakeholder flyer was posted on the Health and Human Services Agency internal website, Facebook, and the Mariposa County website. The flyer was also displayed in the Health and Human Service Agency lobbies, where staff offered the survey to stakeholders. A total of 54 surveys were completed over the stakeholder input period.

30 Day Public Comment:

The draft MHSA 3-Year Program and Expenditure Plan for Fiscal Year 2023-2026 was posted for a 30-day public review and comment period from April 25, 2023, through May 25, 2023.

The Draft MHSA Annual Update for Fiscal Year 2024/2025 was posted for a 30-day public comment period from 05/03/2024 to 06/03/2024.

Circulation Methods:

The DRAFT MHSA3-Year Plan was made available to the community for 30 days. It was posted on the Mariposa County Behavioral Health website and the Mariposa County Health & Human Services Facebook page on May 25, 2023.

The draft of the MHSA Annual Plan was posted on our county website, Facebook page, and in all Health and Human Services lobbies from 05/03/2024 to 06/03/2024.

Public Hearing:

After the 30-day public review and comment period, a Public Hearing was held by the Behavioral Health Board on 5/30/2023. A notification of a Public Hearing was incorporated in this Draft MHSA 3-Year Plan, as well as being posted in the local newspaper and on our county website during the 30-day public review and comment period.

At the close of the 30-day public comment period, MCBHRS in collaboration with the Behavioral Health Board hosted a public hearing on 06/05/2024. The public hearing notice was added to the Draft MHSA Annual Plan as well as being posted in the local newspaper and on our county website.

Board of Supervisors Approval:

The draft MHSA 3-Year Plan and Expenditure Plan for Fiscal Year 23/24 through Fiscal Year 25/26 was presented to the Board of Supervisors for approval on (enter date here). Board of Supervisors Approved Plan on (enter date here).

The final draft of the Fiscal Year 2024-2025 Annual Update and Expenditure Plan was presented to the Board of Supervisors for approval on XX/XX/2024. The Board of Supervisors approved the Plan on XX/XX/2024.

Notice of Public Hearing

NOTICE IS HEREBY GIVEN that the County of Mariposa will conduct a Public Hearing at the Meeting of the Mariposa County Behavioral Health Board on May 30, 2023 at 10:00 a.m. or as soon thereafter as the item can be heard. The Draft "Mariposa County Mental Health Services Act (MHSA) Three-Year Expenditure Plan (2023–2026)" and "Prevention and Early Intervention Report (2021-2022)" and "Annual Innovation Report (2021-2022)" will be reviewed during this meeting. The meeting will be held in person at the Health & Human Services Mariposa Conference Room, 5362 Lemee Lane, Mariposa, CA, and via teleconference. Please join the meeting in-person or by calling the number below.

You can dial in using your phone: 1-669-900-6833
Meeting ID 985-9834-5239, Participant ID #, Password 123456

Mariposa County Behavioral Health and Recovery Services (MCBHRS) invites all interested persons to attend in person or via teleconference to review the proposed Draft "Mariposa County Mental Health Services Act (MHSA) Three-Year Expenditure Plan (2023–2026)" and "Prevention and Early Intervention Report (2021-2022)" and "Annual Innovation Report (2021-2022)" and to make comments or suggestions.

A copy of the Draft "Mariposa County Mental Health Services Act (MHSA) Three-Year Expenditure Plan (2023–2026)" and "Prevention and Early Intervention Report (2021-2022)" and "Annual Innovation Report (2021-2022)" Mariposa County Mental Health Services Act (MHSA) Plan (2023–2026) was made available as of May 25, 2023.

An electronic copy is available for viewing and printing on the Mariposa County website at www.mariposacounty.org under Government - Divisions - Behavioral Health & Recovery Services - Mental Health Services Act Information. An electronic copy can be sent via email upon request. Please email Jinger Feuerstein at jfeuerstein@mariposacounty.org to request a copy.

We welcome your full participation in the public review process. We encourage interested persons to review and comment upon the proposed plan.

If you have any questions, please phone Donya Evans or Jinger Feuerstein at (209) 966-2000.

The purpose of the Public Hearing is to provide citizens an opportunity to comment on the proposed activities. If you are unable to attend the Public Hearing, you may direct written comments to Mariposa County Behavioral Health and Recovery Services, P.O. Box 99, Mariposa, CA 95338, or you may telephone (209) 966-2000.

If you plan to attend the Public Hearing via teleconference and need a special accommodation because of a sensory or mobility impairment/disability, or have a need for an interpreter, please contact Donya Evans at (209) 966-2000 to arrange for those accommodations.

The County makes all programs available to all persons regardless of age, race, color, religion, sex, national origin, sexual preference, marital status, or disability.

Notice of Public Hearing 2024/2025

Notice of Public Hearing

NOTICE IS HEREBY GIVEN that the County of Mariposa will conduct a Public Hearing at the Meeting of the Mariposa County Behavioral Health Board on June 5, 2024, at 12:30 p.m. or as soon thereafter as the item can be heard. The Draft "Mariposa County Mental Health Services Act (MHSA) Annual Update Plan (2024–2025)" and "Prevention and Early Intervention Report (2022-2023)" and "Annual Innovation Report (2022-2023)" will be reviewed during this meeting. The meeting will be held in person at the Health & Human Services Mariposa Conference Room, 5362 Lemee Lane, Mariposa, CA, and via teleconference. Please join the meeting in-person or by calling the number below.

You can dial in using your phone: 1-669-900-6833
Meeting ID 985-9834-5239, Participant ID #, Password 123456

Mariposa County Behavioral Health and Recovery Services (MCBHRS) invites all interested persons to attend in person or via teleconference to review the proposed Draft "Mariposa County Mental Health Services Act (MHSA) Annual Update Plan (2024–2025)" and "Prevention and Early Intervention Report (2022-2023)" and "Annual Innovation Report (2022-2023)" and to make comments or suggestions.

A copy of the Draft "Mariposa County Mental Health Services Act (MHSA) Annual Update Plan (2024–2025)" and "Prevention and Early Intervention Report (2022-2023)" and "Annual Innovation Report (2022-2023)" Mariposa County Mental Health Services Act (MHSA) Annual Update Plan (2024–2025) was made available as of May 03, 2024.

An electronic copy is available for viewing and printing on the Mariposa County website at www.mariposacounty.org under Government - Health and Human Services – Health Services Division - Behavioral Health & Recovery Services - Mental Health Services Act Information. An electronic copy can be sent via email upon request. Please email Jinger Feuerstein at jfeuerstein@mariposacounty.org to request a copy.

We welcome your full participation in the public review process. We encourage interested persons to review and comment upon the proposed plan.

If you have any questions, please phone Adrianne Beas or Jinger Feuerstein at (209) 966-2000.

The purpose of the Public Hearing is to provide citizens an opportunity to comment on the proposed activities. If you are unable to attend the Public Hearing, you may direct written comments to Mariposa County Behavioral Health and Recovery Services, P.O. Box 99, Mariposa, CA 95338, or you may telephone (209) 966-2000 or 1-800-266-3609.

If you plan to attend the Public Hearing via teleconference and need a special accommodation because of a sensory or mobility impairment/disability, or have a need for an interpreter, please contact Adrianne Beas at (209) 966-2000 or 1-800-266-3609 to arrange for those accommodations.

The County makes all programs available to all persons regardless of age, race, color, religion, sex, national origin, sexual preference, marital status, or disability.

Local Stakeholder Process:

Mariposa County Behavioral Health and Recovery Services (MCBHRS) engaged in a robust stakeholder process, providing education and receiving input and feedback from stakeholders on the next three years of MHSA. MCBHRS Deputy Director, Social Worker Supervisors of the adults, children's, Triage Response and Access to Care (crisis team), and substance use disorder teams met for training on the informative presentation and implementation of stakeholder meetings (See Appendix K for sample of CPPP staff training material). A Social Worker Supervisor and Staff Analyst/MHSA coordinator (See Appendix G & H for sample for job descriptions) collaborated to review MHSA regulations around the CPPP process (See Appendix F for sample of P&P), scheduled stakeholder meetings and facilitated an informative MHSA presentation to stakeholders.

MCBHRS relies on stakeholders to inform and direct the MHSA programs. Participants were presented with an informative presentation regarding MHSA and were given an opportunity to provide feedback on perceived gaps in mental health services available in the county. Along with an open discussion, stakeholders were given a survey (See Appendix A for sample of the survey and survey responses) to fill out to provide their feedback. At the end of the presentation, stakeholders were given a copy of the informative material (See Appendix B for sample of informative material) and a flyer with access to the electronic MHSA survey (See Appendix C for sample of flyer). In the chart below, you will find a comprehensive list of stakeholders.

Stakeholder Group	Date	Number of Participants
Mariposa County Unified School District	10/03/22	1
Mariposa Safe Families	10/04/22	4
Behavioral Health All Staff	10/06/22	37
Child Welfare Services (CWS)	10/11/22	9
Wellness Center	10/18/22	5
American Association University Women (AAUW)	10/19/22	3
Alliance/Mountain Crisis, Heritage House Connections, CASA, Ethos	10/25/22	6
HHSA Public Assistance	10/27/22	7
Yosemite National Park Medical Clinic	11/01/22	8
Behavioral Health Board	11/02/22	6
Mercy Ambulance	11/08/22	5
Sheriff's Department	11/09/22	14
HHSA Public Health	11/08/2022	13
JCF Hospital	11/07/2022	1
District Attorney's Office	11/15/2022	3
Sierra Quest Human Services Foundation/Quest Community Counseling	11/17/2022	3
Aramark/Yosemite National Park	11/28/2022	4
Yosemite National Park Counselor	11/29/2022	1

To engage more individuals and to ensure that those who wanted an opportunity to voice and express their feedback, MHSA flyers with information on how to access the survey electronically (via SurveyMonkey) was posted at Health and Human Services Agency, Health and Human Services Agency Coulterville Office, Family Service Center, Health and Human Services Agency Community Health Center, Senior Center, Health and Human Services Agency Facebook (See Appendix D for sample of Facebook post), and Health and Human Services Agency Intranet (See Appendix E for sample of intranet post).

Mariposa County emailed the MHSA educational PowerPoint and MHSA flyer with information on how to access the MHSA survey to the following stakeholder groups: Manna House, Social Vocational Services, ICES, and First 5 (See Appendix I for sample of email).

MCBHRS had an opportunity to reach a new level of stakeholders, for the first time, MCBHRS set up an MHSA booth at Mariposa County's annual Labor Day fair and at our Veterans Ceremony that was held at our local Senior Center. The booth contained an informative poster board and MHSA flyer with information requesting community feedback and access to the survey, along with IPADS to link stakeholders to the MHSA survey directly.

Annual Update Stakeholder Process 2024 –

On February 5, 2024, at 11:00 am, MCBHRS held a stakeholder meeting. The meeting was advertised by sending invites to various community organizations. Participants had an opportunity to learn more about MHSA and the current programs and initiatives offered. Stakeholders were encouraged to provide feedback and input on the programs to be implemented for the next fiscal year (2024/2025).

Participants were presented with an informative presentation regarding the Mental Health Services Act and feedback was gathered on perceived gaps in mental health services available in the county.

To elicit more feedback and ensure that those who want to have a voice and opportunity to provide their feedback a flyer with a link/QR Code to the MHSA stakeholder survey was posted on the MCBHRS Facebook page, HHSA internal website, County website and all HHSA lobbies.

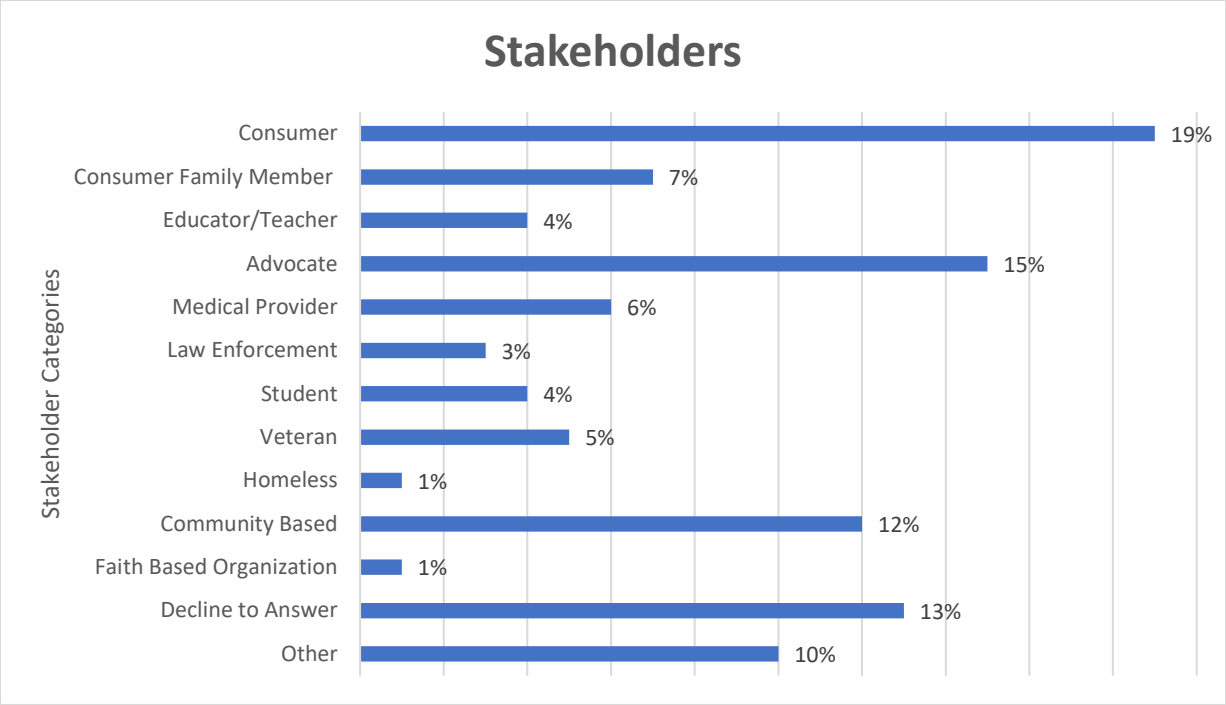
MCBHRS in coordination with the Behavioral Health Board (BHB) hosted a public hearing on 06/05/2024.

Stakeholder Description:

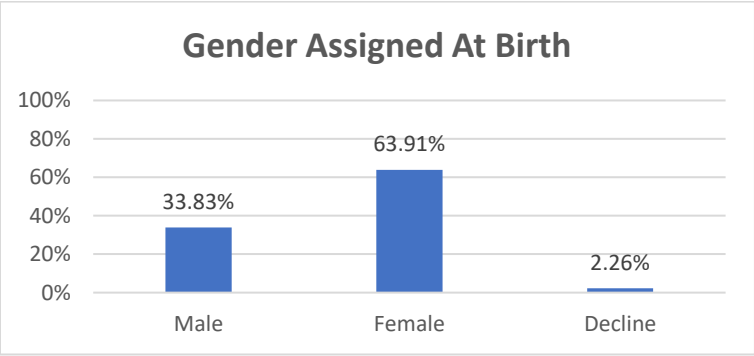
Mariposa County stakeholders are individuals with mental illness, including children, youth, adults, and seniors; family members of consumers with mental illness; service providers; educators; law enforcement officials; veterans; substance use treatment providers; health care providers; community-based organizations; and other community members with an interest in mental health.

There was a total of 139 respondents to the stakeholder survey. Below reflects some demographic information about the respondents.

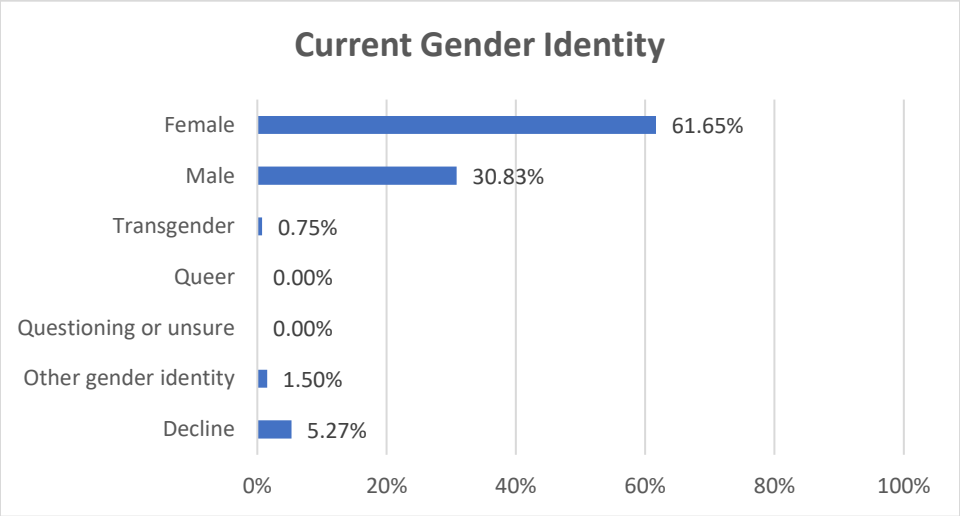
The highest percentage of respondents was consumers at 19%, advocates represented 15%, community-based represented 12%, and 13% declined to answer.



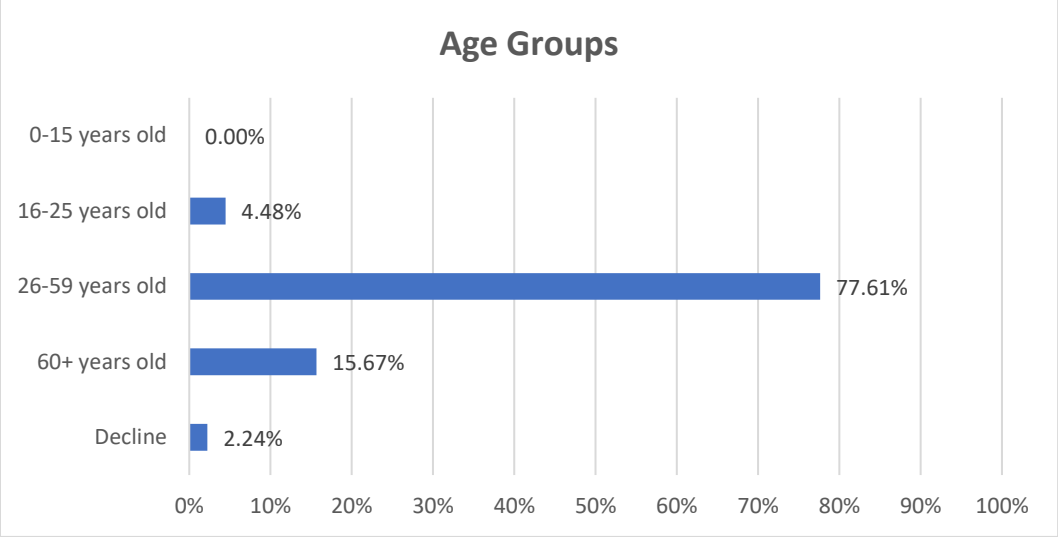
Out of 133 responses, 63.91% identified their gender assigned at birth as female, 33.83% identified as male, and 2.26% declined to answer.



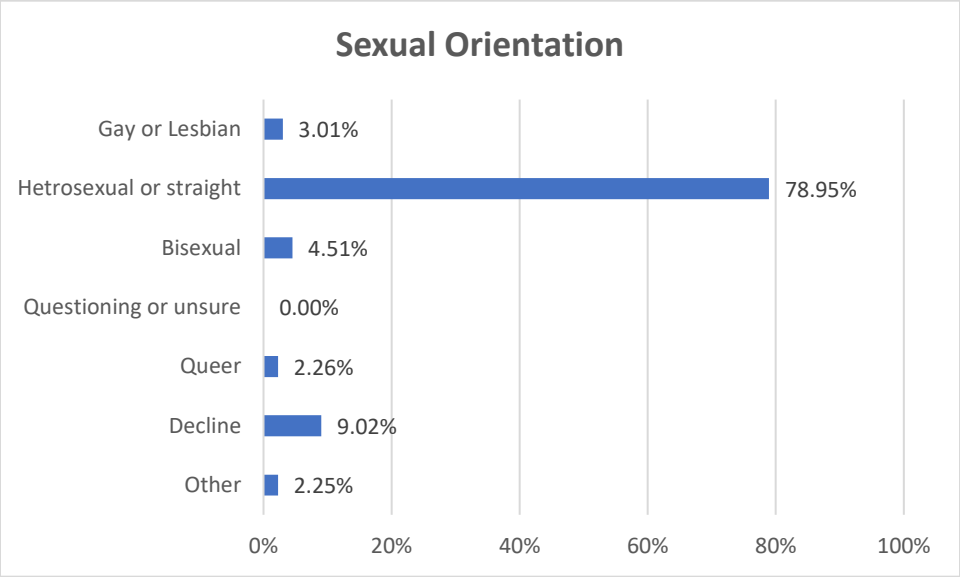
Out of 133 responses, 61.65% identified their current gender identity is female, 30.83% as male, 0.75% identify as transgender, 0% identified as queer, 0% questioning or unsure, 1.50% other gender identities, and 5.27% declined to answer the question.



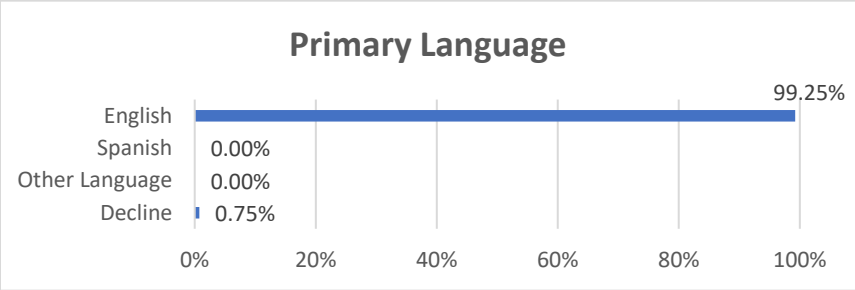
Most respondents were between the 26-59 age group. Four-point four eight percent of respondents were between the age 16 and 25, 77.61% were between the ages of 26-59, 15.67% were over the age of 60 and around 2.24% declined to answer the question.



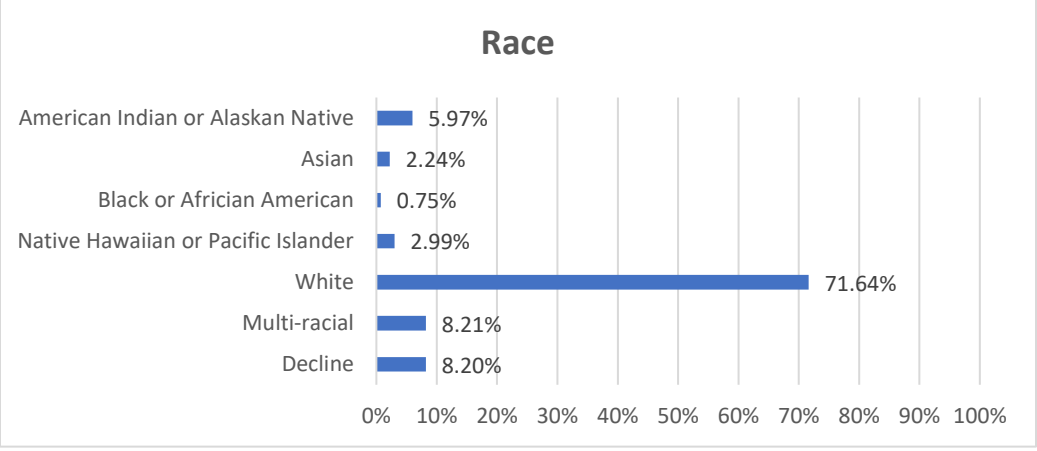
Respondents were asked what their sexual orientation is, and out of 133 responses, 3.01% identified as Gay or Lesbian, 78.95% Heterosexual or straight, 4.51% Bisexual, 0% Questioning or unsure, 2.26% Queer, 9.02% declined to answer, and 2.25% identified as other.



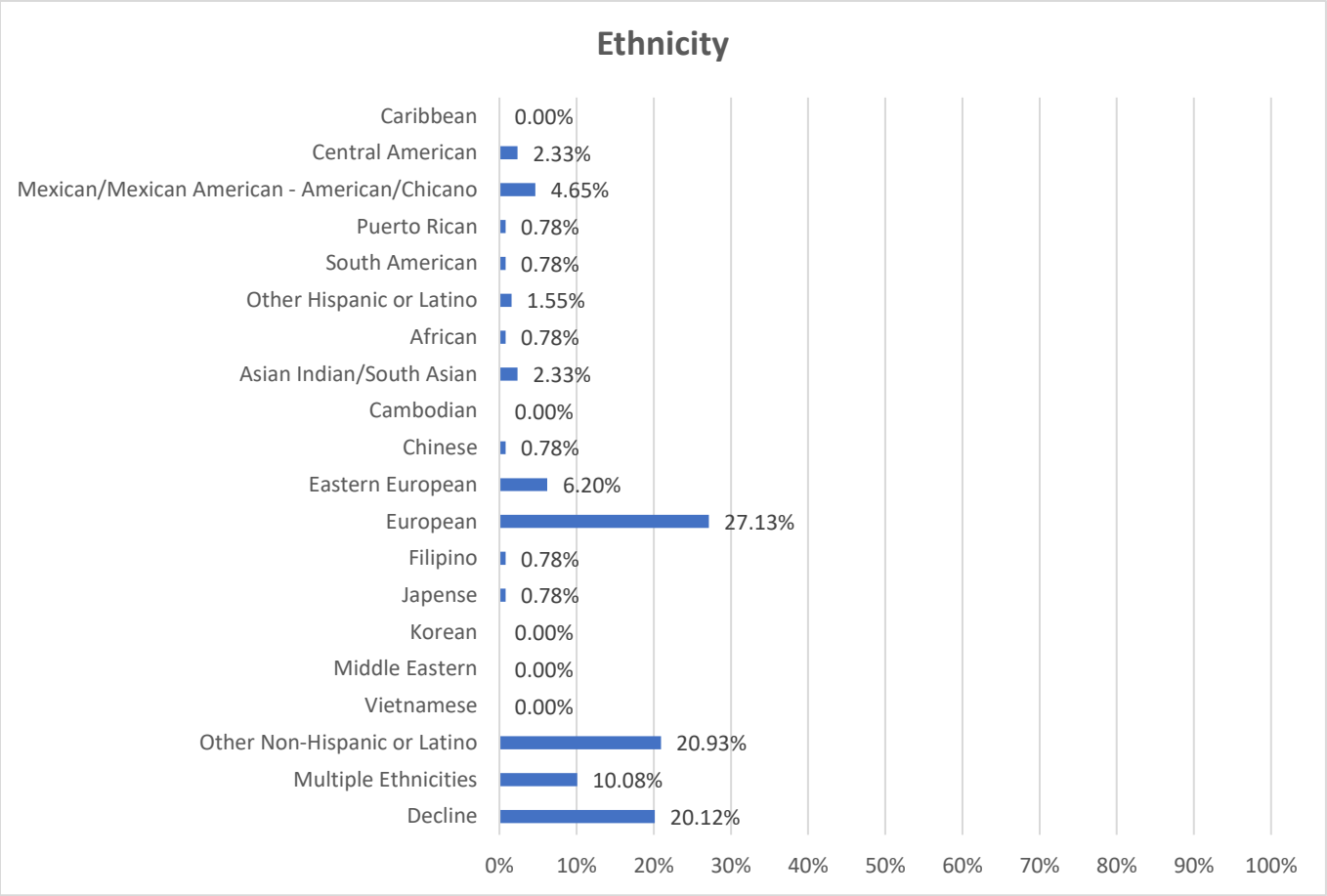
An overwhelming number of respondents identified their primary language as English at 99.25% of respondents, 0% Spanish and Other Language, and 0.75% declined to answer.



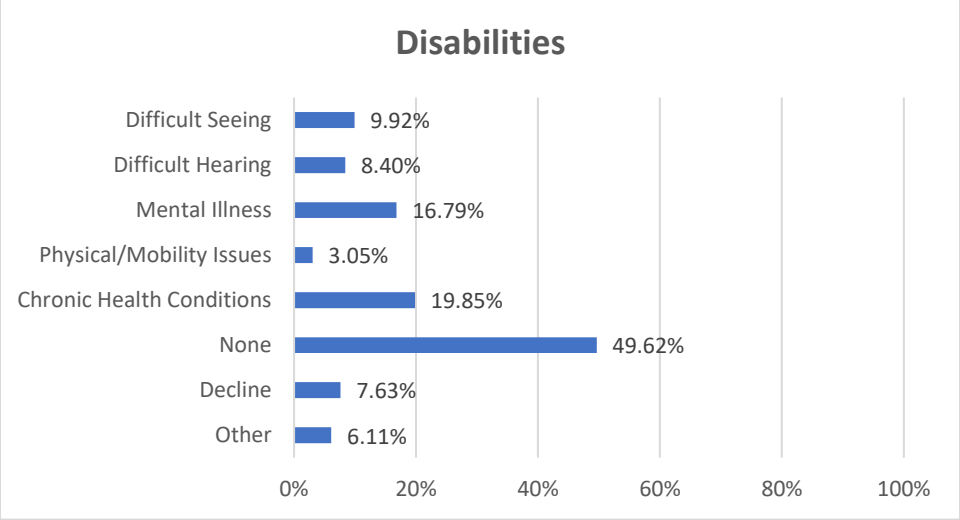
Participants were asked to identify their race; out of the 134 responses, 71.64% identified their race as White, mirroring the county demographics. 2.24% percent of respondents identified as Asian, 0.75% as Black or African American, 2.99% as Native Hawaiian or Pacific Islander, 8.21% as multi-racial, and 8.20% declined to answer.



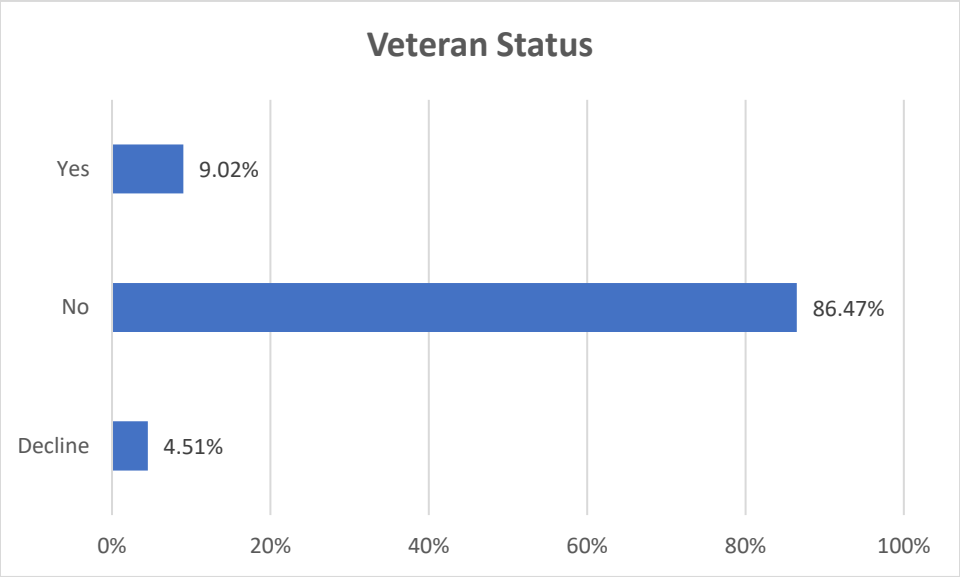
Out of 129 respondents, the most significant percentage is 27.13%, who identified as European, while 20% identified as Other Non-Hispanic or Latino, and 20% declined to answer.



Out of 131 respondents, 49.62% identified they had no disabilities, 9.92% difficult seeing, 8.40% difficult hearing, 16.79% identified as having a mental illness, 3.05% physical/mobility issues, 19.85% with chronic health conditions, 7.63% declined to answer, and 6.11% as Other.



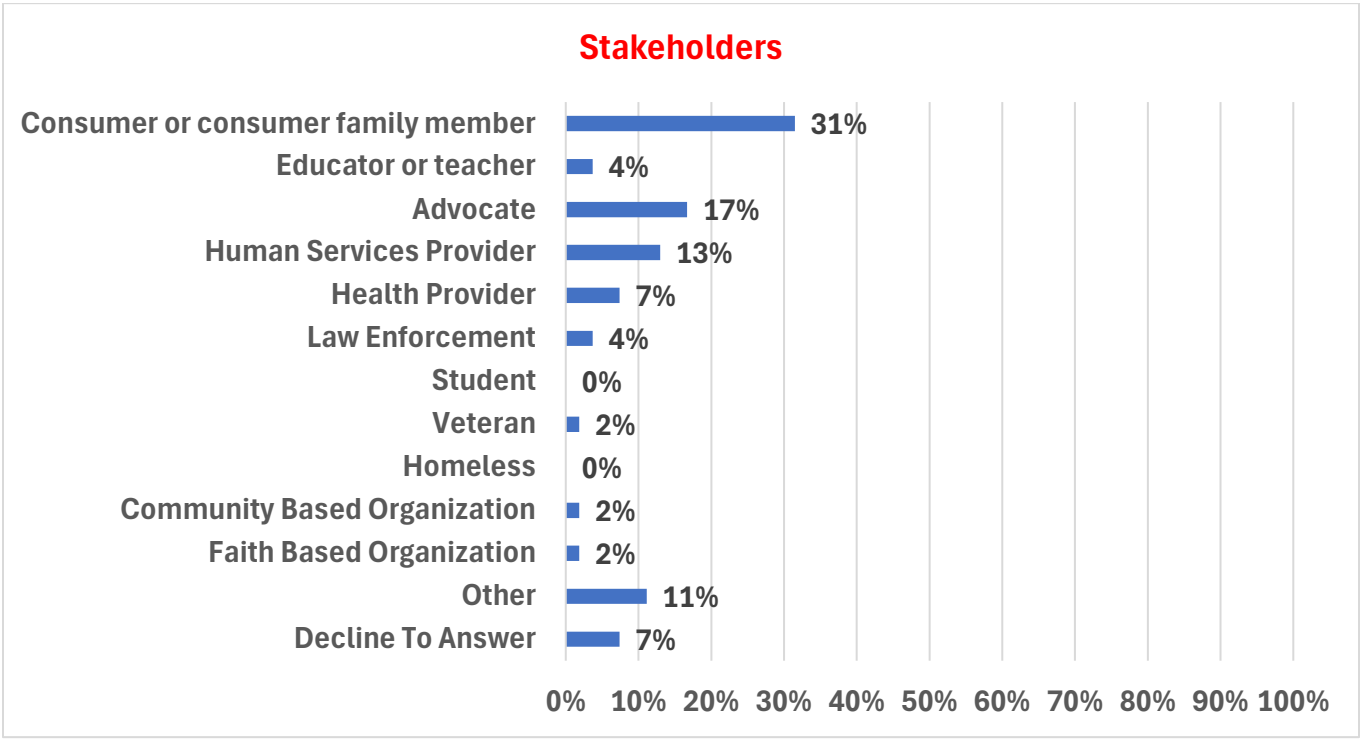
Participants were asked if they were a veteran, and out of 131 responses, 86.47% answered no, 9.02% answered yes, and 4.51% declined to answer.



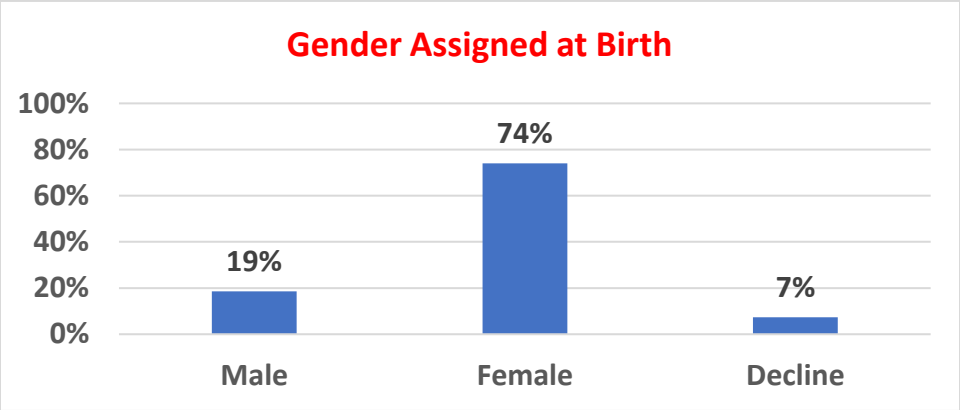
Annual Update Stakeholder Description FY 24-25

Fiscal year 24-25 MHSA Annual Update stakeholder survey had 54 respondents. Below is their demographic information.

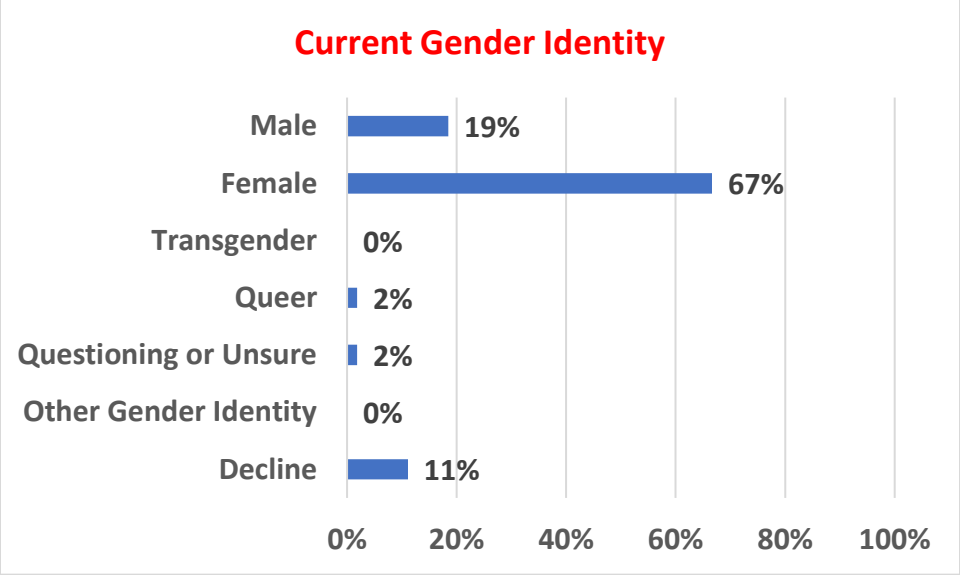
The highest percentage of respondents was consumers at 31%, Educator or teacher 4%, advocates represented 17%, Human Services Providers 13%, Health Providers 7%, Law Enforcement 4%, Students 0%, Veteran's 2%, Homeless 0%, Community-Based Organizations 2%, Faith-Based Organizations 2%, Other 11%, and 7% declined to answer.



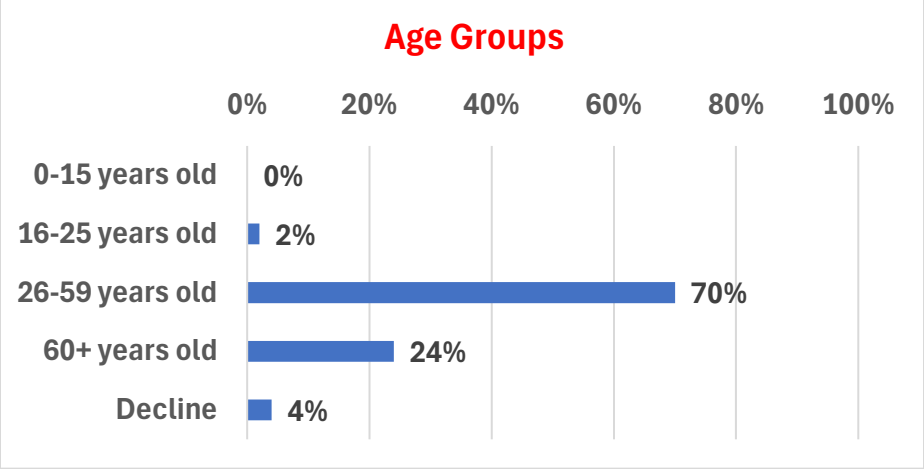
Out of 54 responses, 74% identified their gender assigned at birth as female, 19% identified as male, and 7% declined to answer.



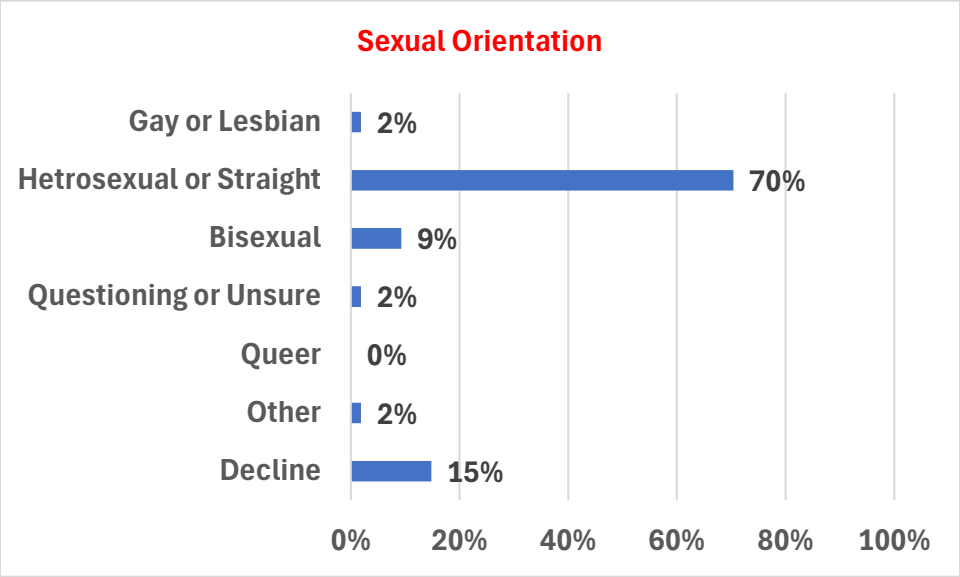
Out of 54 responses, 67% identified their current gender identity is female, 19% as male, 0% identify as transgender, 2% identified as queer, 2% questioning or unsure, 0% other gender identities, and 11% declined to answer the question.



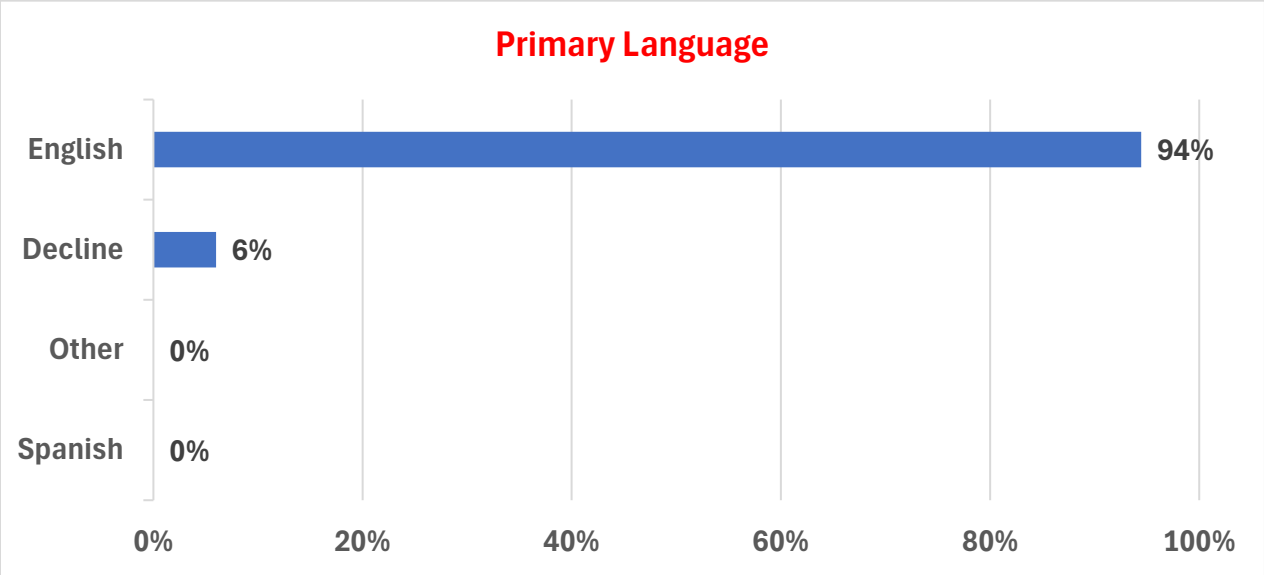
Seventy percent of respondents identified their age between 26 and 59, 0% between the ages of 0-15, 2% between the ages of 16 and 25, 24% sixty-plus, and 4% declining to answer.



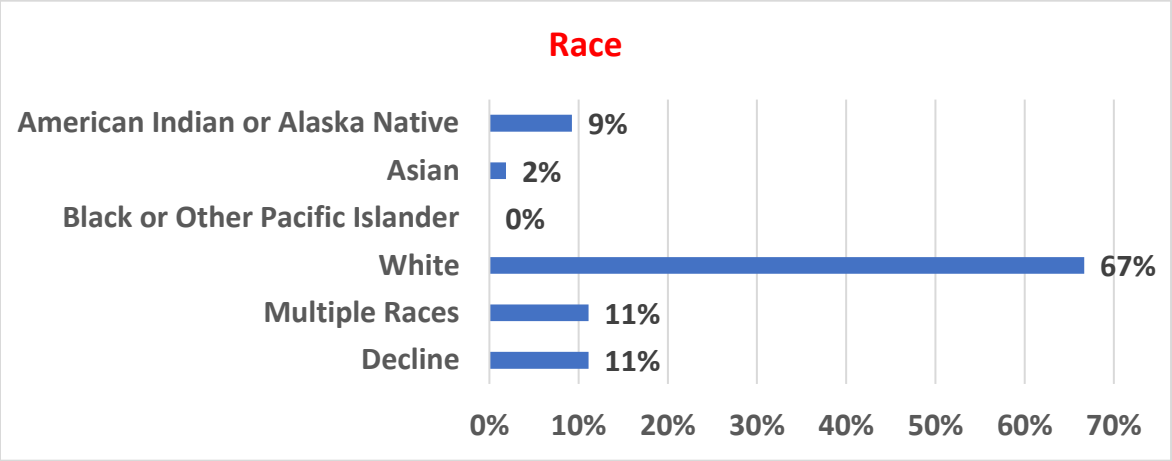
Of the survey respondents 70% identified as be Heterosexual or Straight, 2% Gay or Lesbian, 9% Bisexual, 2% Questioning or Unsure, 0% Queer, 2% Other, and 15% declined to answer the question.



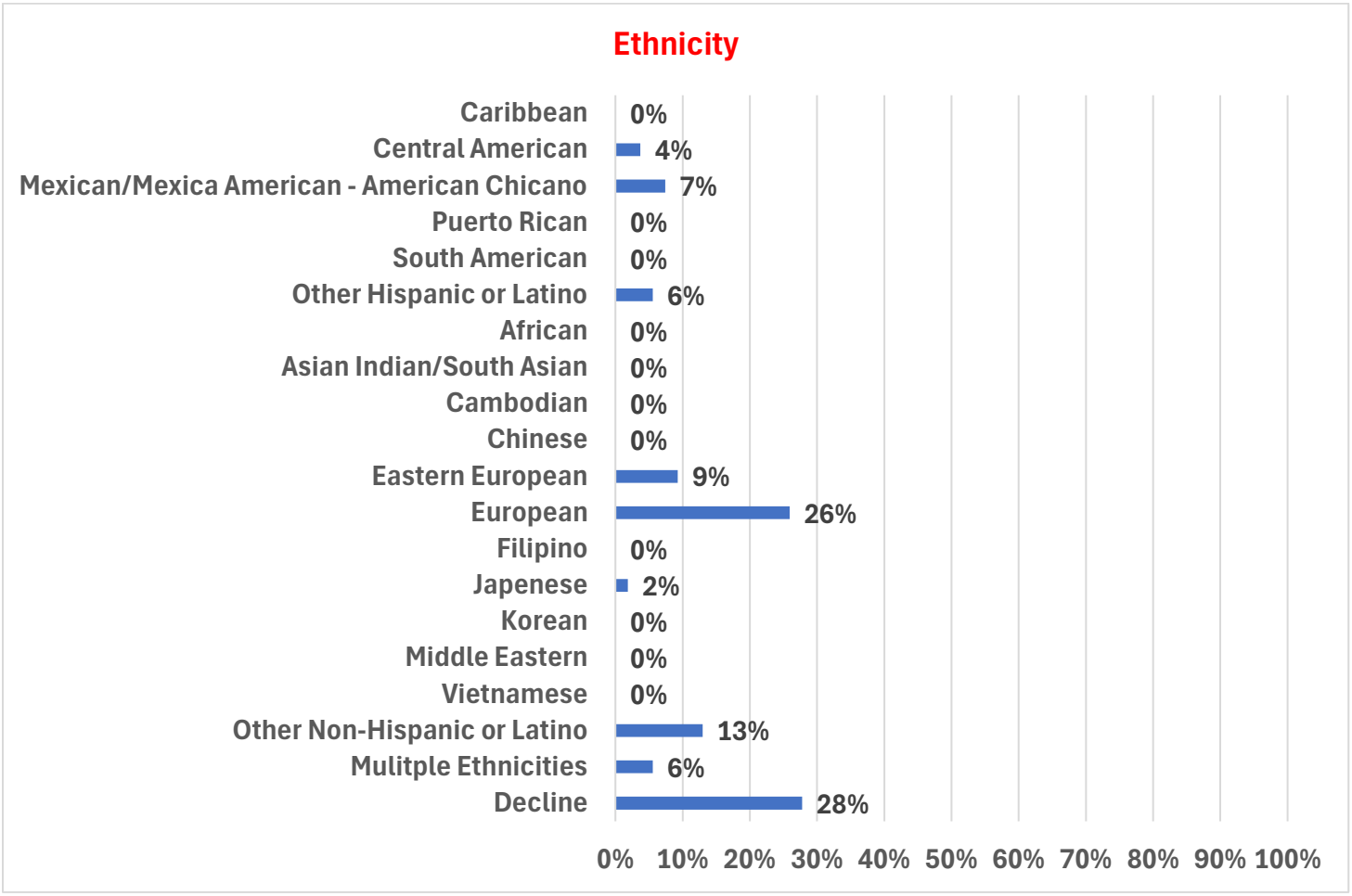
Respondents identified their primary language as English (94%) and 0% Spanish and Other Language. 6% declined to answer.



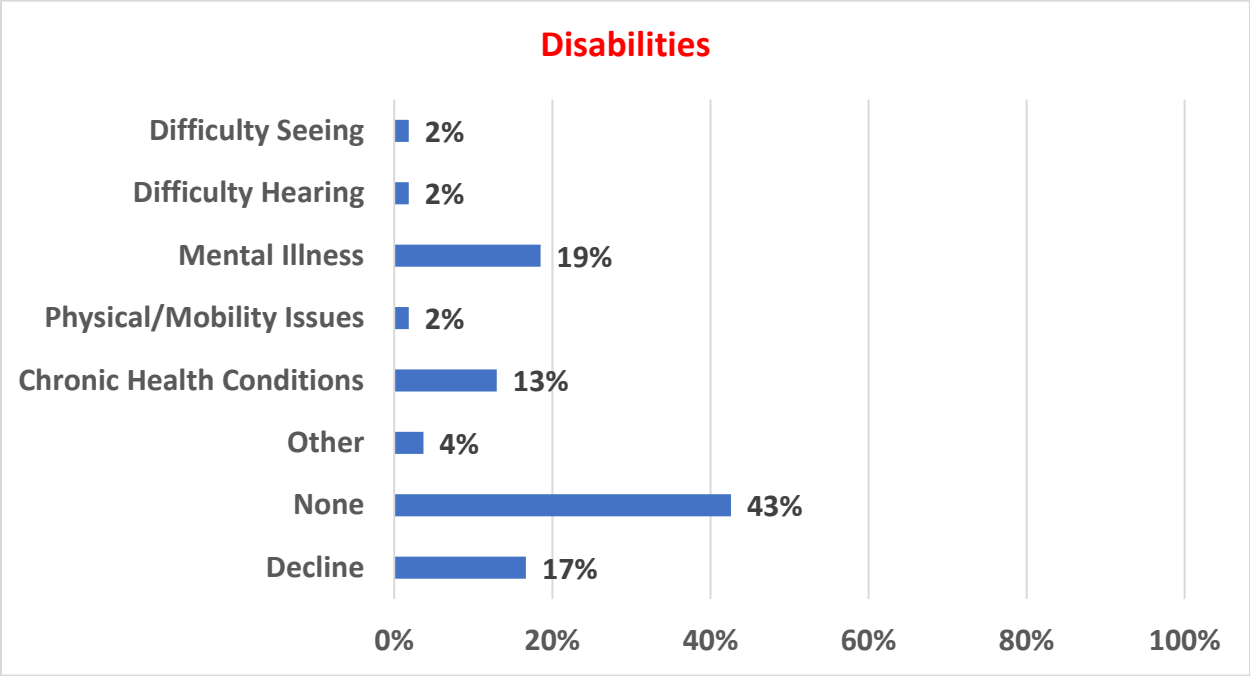
Participants were asked to identify their race; out of the 54 responses, 67% identified their race as White, 2% percent of respondents identified as Asian, 0% as Black or Other Pacific Islander, 11% as multi-racial, and 11% declined to answer.



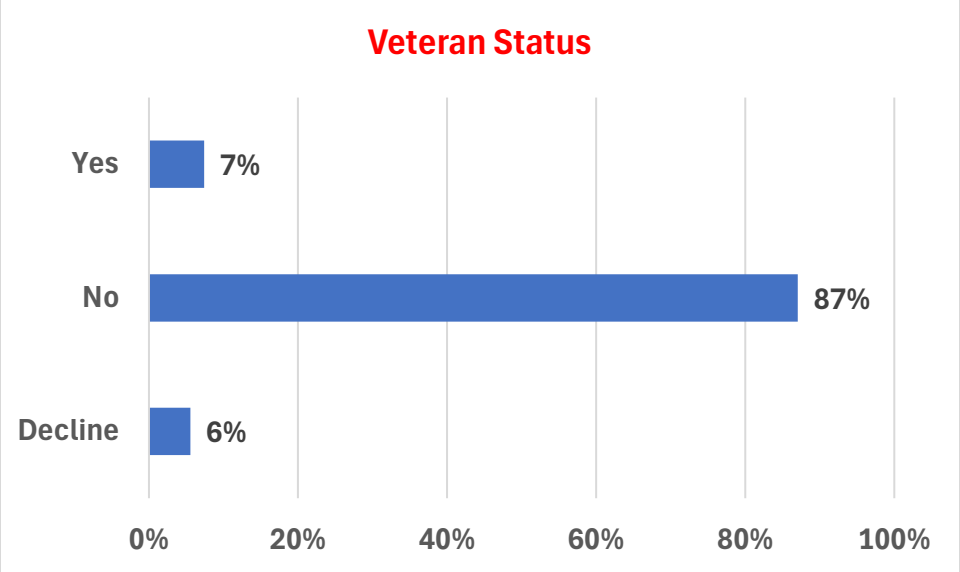
Participant's ethnicities in the 54 surveys are described as follows: 28% declined to answer, 6% Multiple Ethnicities, 13% Other Non-Hispanic or Latino, 26% European, 9% Eastern European, 6% Other Hispanic or Latino, 7% Mexican/Mexica American – American Chicano, 4% Central American. 0% for the following ethnicities: Caribbean, Puerto Rican, South American, African Asian, Indian/South Asian, Cambodian, Chinese, Filipino, Korean, Middle Eastern, and Vietnamese.



Survey respondents were asked to identify if they had any disabilities. 2% identified difficulty seeing, 2% difficulty hearing, 19% Mental Illness, 2% Physical/Mobility Issues, 13% Chronic Health Conditions, 4% Other, 43% None, and 17% declined to answer the question.

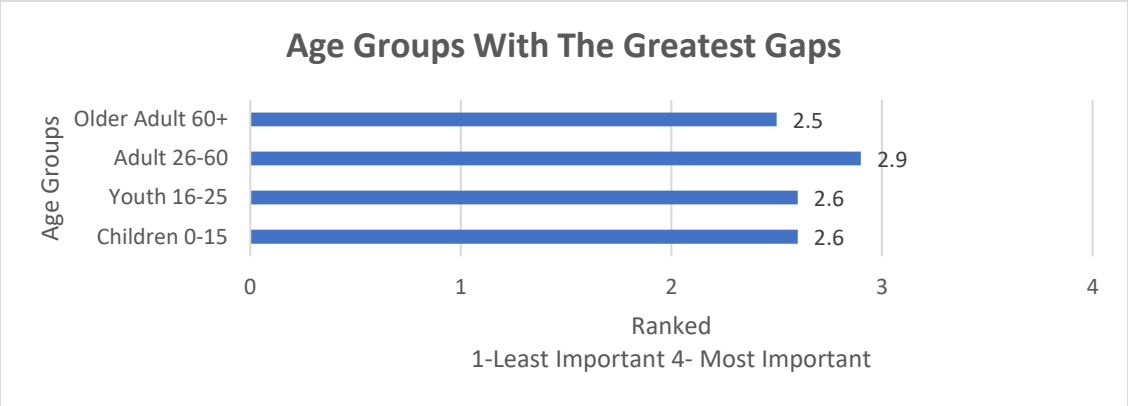


Participants were asked if they were a veteran, and out of 54 responses, 87% answered no, 7% answered yes, and 6% declined to answer.



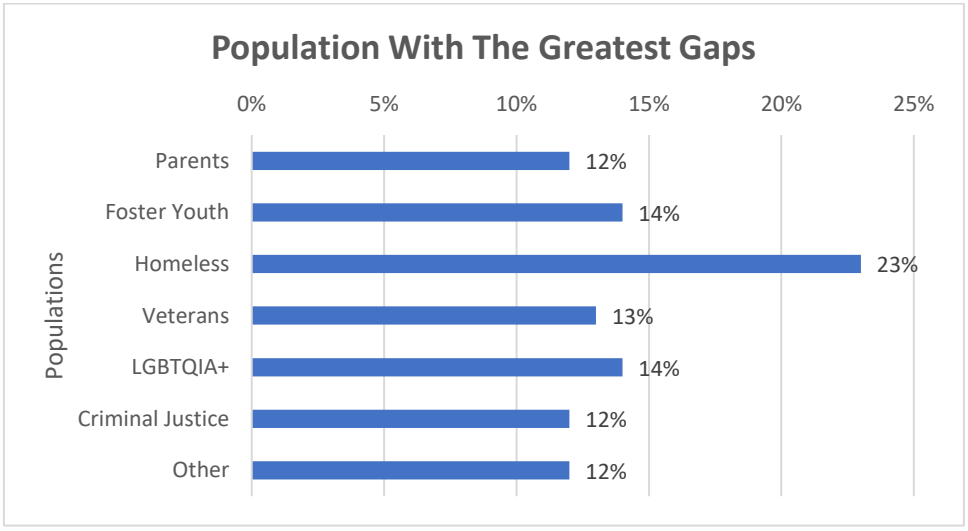
Stakeholder Results:

Stakeholders were asked out of children (0-15), youth (16-25), adults (26-59), and older adults (60+) who have the greatest needs or gaps in mental health services. They were asked to identify the age group with the most gaps on a scale of 1-being least important to 4- Most important. Respondents rated adults (26-60) on average as a 2.9 with having the greatest needs or gaps in mental health services, Children (0-15) and youth (16-25) on average as a 2.6, and older adults (60+) on average as a 2.5.



Stakeholders were asked out of the following groups: parents, foster youth, homeless, veterans, LGBTQIA+, criminal justice involvement, or others who have the greatest needs or gaps in mental health services. Twenty-three percent of respondents identified the homeless population with the greatest gaps in mental health services, 14% Foster Youth and LGBTQIA+, 13% Veterans, 12% Parents, Criminal Justice, and "other."

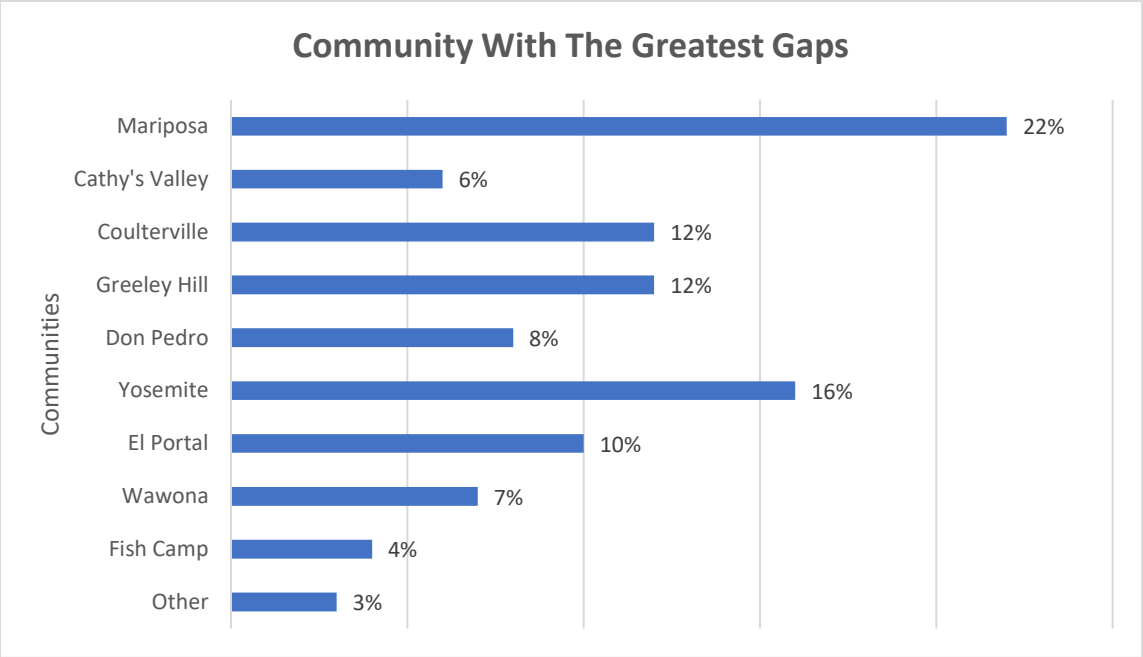
In addition to the categories listed in the figure below, participants who indicated “other” identified First responders, workers in isolated and rural areas such as Yosemite National Park, and the elderly population as groups having needs or gaps in mental health services.



Stakeholders were asked out of the following communities Mariposa, Cathy's Valley, Coulterville, Greeley Hill, Don Pedro, Yosemite, El Portal, Wawona, Fish Camp, or others which have the greatest needs or gaps in mental health.

Thirty-seven percent of respondents identified Yosemite (Yosemite, El Portal, Wawona, and Fish Camp) as the highest community with the greatest gaps for mental health services. Stakeholders identify these communities as more rural and isolated areas.

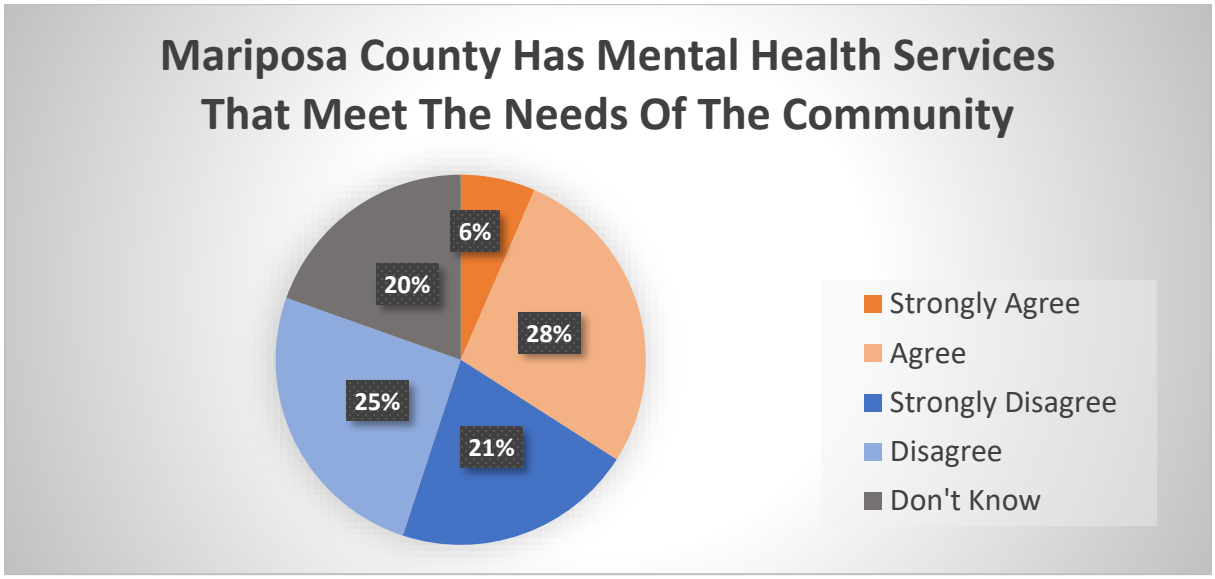
Thirty-two percent of respondents identified North County (Coulterville, Greeley Hill, and Don Pedro) as the second-highest community with the greatest gaps , and 28% for Mariposa and Cathy's valley.



Stakeholders were asked how much they agreed with a series of the following statements about the overall mental health system in Mariposa County.

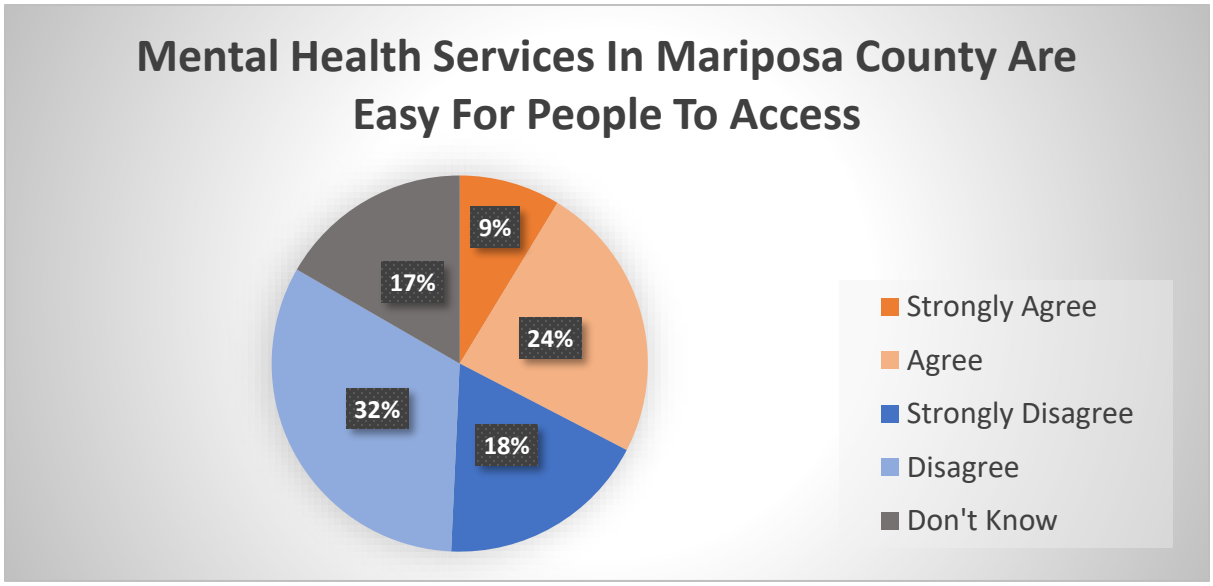
The first statement was, "Mariposa County has mental health services that meet the needs of the community."

Thirty-four percent of respondents agreed that Mariposa County has mental health services that meet the community's needs, 46% disagreed, and 20% of respondents didn't know if mental health services were meeting the community's needs.



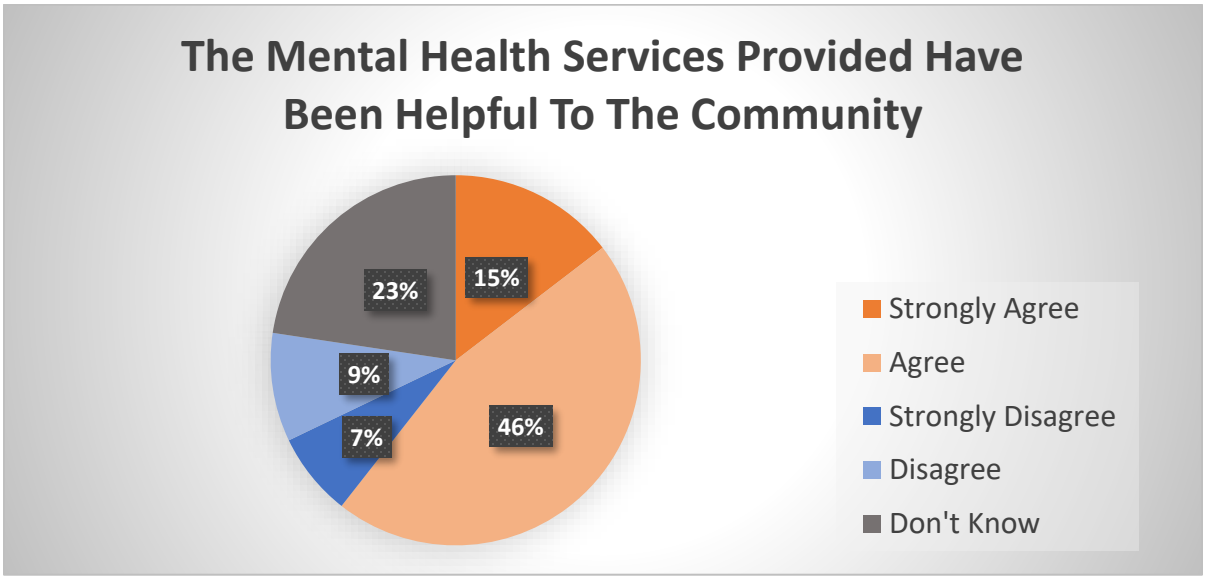
The second statement was, “Mental health services in Mariposa County easy to access."

Thirty-three percent of respondents agree that mental health services are easy for people to access, 50% of respondents disagree, and 17% of respondents didn’t know if mental health services were easy to access.



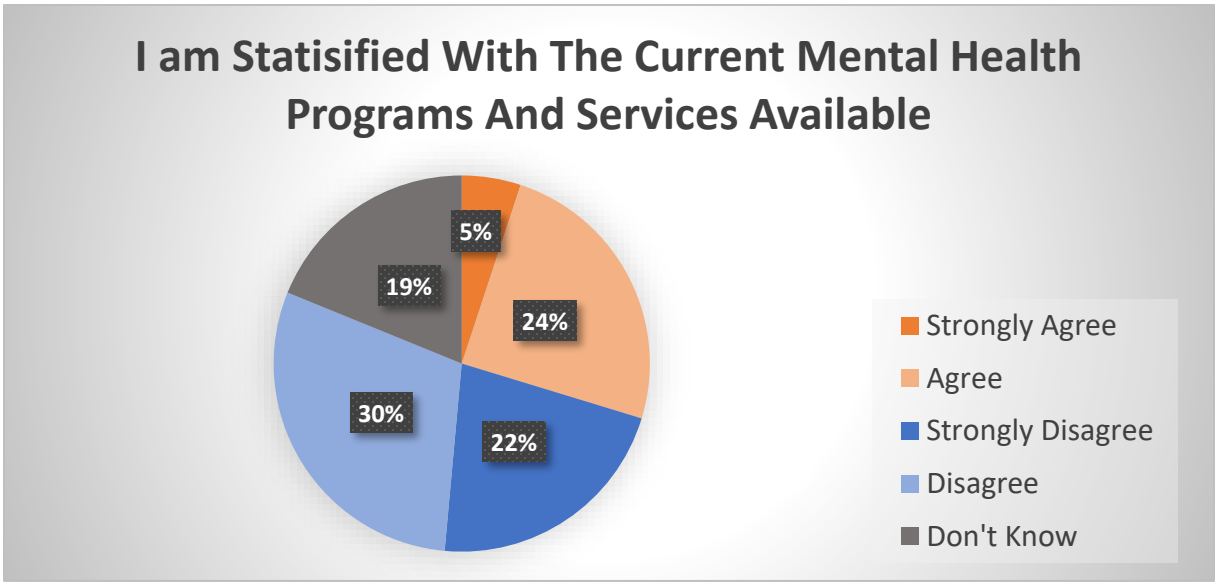
The third statement was, "Have the mental health services provided been helpful to the community."

Sixty-one percent of respondents agreed that mental health services provided have been helpful to the community, 16% disagreed, and 23% didn't know if mental health services provided have been helpful to the community.



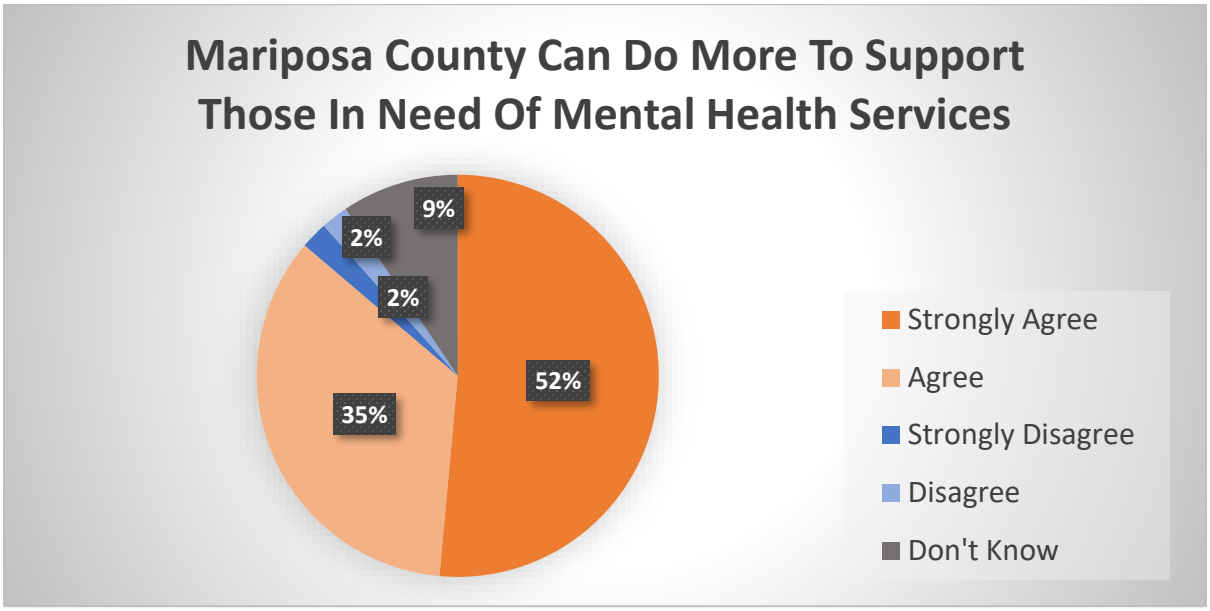
The fourth statement was, " I am satisfied with the current mental health programs and services available."

Twenty-nine percent of respondents agreed they were satisfied with the current mental health services available in Mariposa County, 52% were unsatisfied, and 19% didn't know if they were satisfied with the current mental health programs and services available.



The last statement was, "Can Mariposa County do more to support those in need of mental health services."

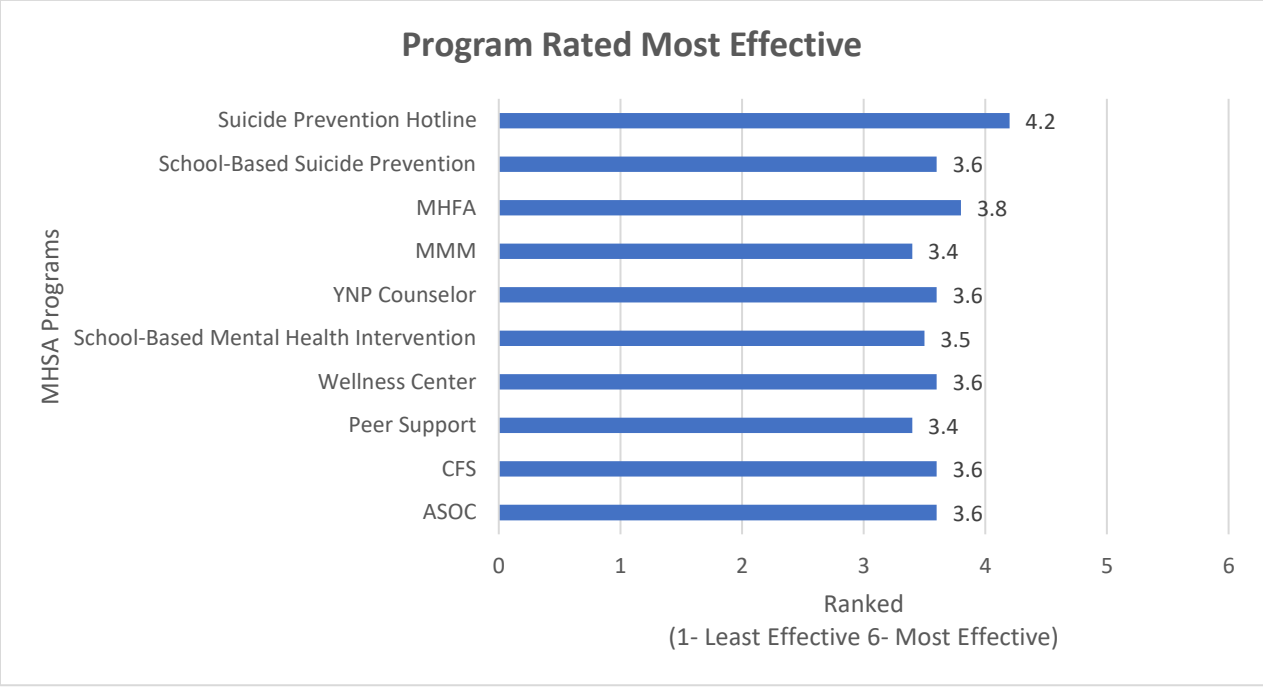
Eighty-seven percent of respondents agreed that Mariposa County could do more to support those needing mental health services, 4% disagree, and 9% didn't know if Mariposa County could do more to support those needing mental health services.



Stakeholders were asked to rank the most effective programs with 1-Least effective to 4-Most effective.

- Suicide Prevention Hotline
- School-Based Suicide Prevention
- Mental Health First Aid (MHFA)
- Mariposa Minds Matter Task Force (MMM)
- Yosemite National Park Counselor
- School-Based Mental Health Intervention
- Wellness Center
- Peer Support
- Children and Family Services (CFS)
- Adult System of Care (ASOC)

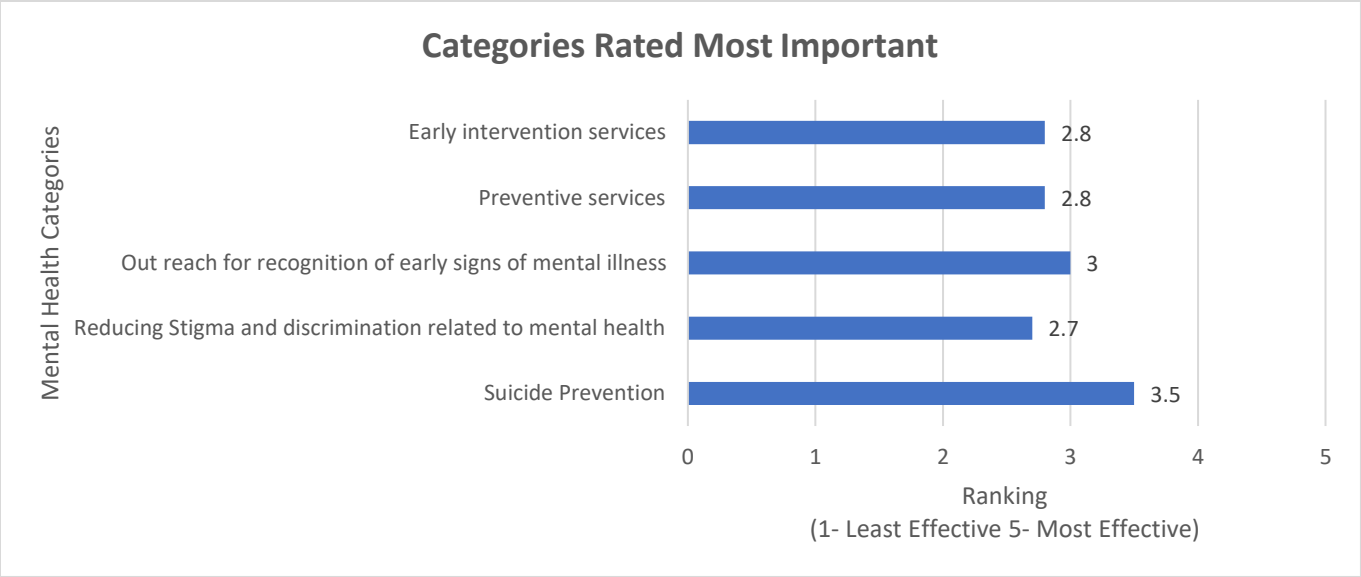
In the figure below respondents identified the Suicide Prevention Hotline as the most effective program. The Suicide Prevention Hotline reported that quarters one and two of FY 22/23 resulted in a total of 38 calls with 25% of them suicidal content.



Stakeholders were asked to rank the following mental health categories in order of importance, with 1-Least important to 4- Most important.

- Suicide Prevention
- Reducing Stigma and Reduction Related to Mental Illness
- Outreach for Recognition of Early Signs of Mental Illness
- Preventative Services
- Early Intervention Services

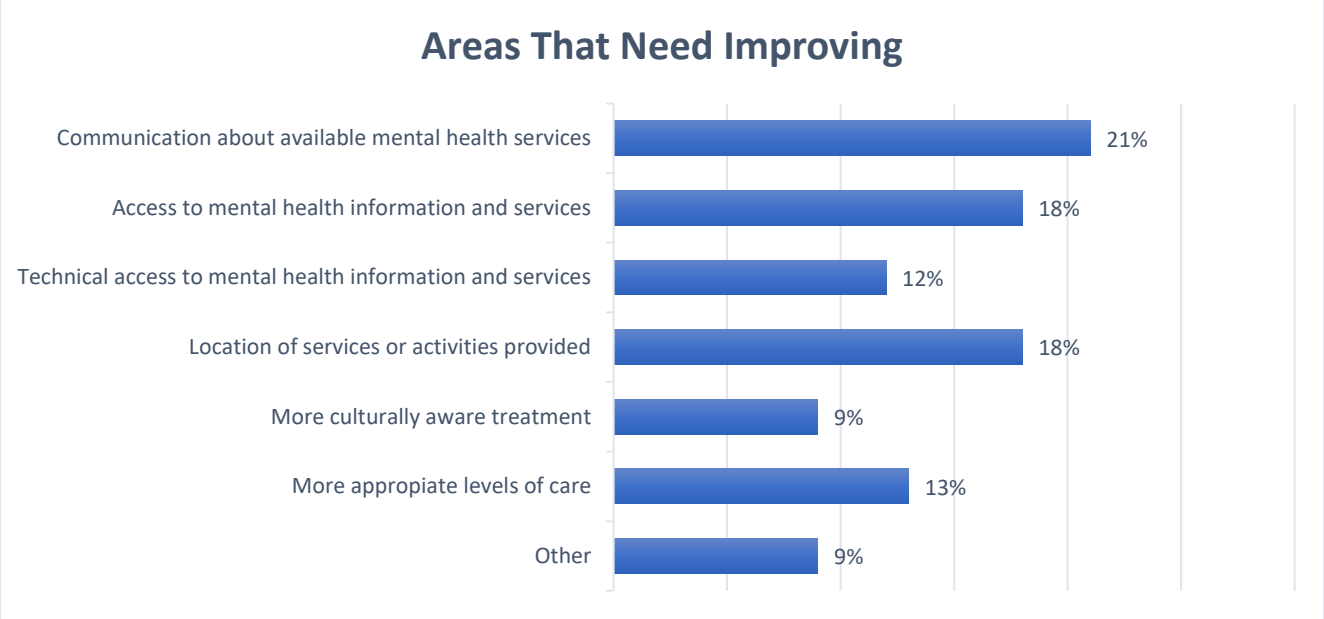
In the figure below, the average of the rankings was calculated and presented with respondents identifying Suicide Prevention as the most important.



Respondents were asked to identify which of the following areas need improvement.

- Communication About Available Mental Health Services
- Access to Mental Health Information and Services
- Technical Access to Mental Health Information and Services
- Location of Services or Activities Provided
- More Culturally Aware Treatment
- More Appropriate Levels of Care
- Other

A common response was praise for the overall services throughout the stakeholder process. However, there was a lack of awareness of the programs indicating we could do a better job marketing programs. 21% of respondents identified that communication about available mental health services is the most needed improvement. 18% of respondents identified access to mental health information and services needed improvement, 12% technical access, 18% location of services and activities provided, 9% culturally aware of treatment, 13% more appropriate levels of care, and 9% marked other. In the "other" category, respondents identified Yosemite National Park as needing more mental health counselors, technology access, group-specific programs, social awareness of treatment, outreach, and transportation.



Through MHSA stakeholder meetings and surveys, stakeholders were asked to provide additional comments on the community's needs or gaps in mental health services. Stakeholder feedback indicated the following additional community needs or gaps.

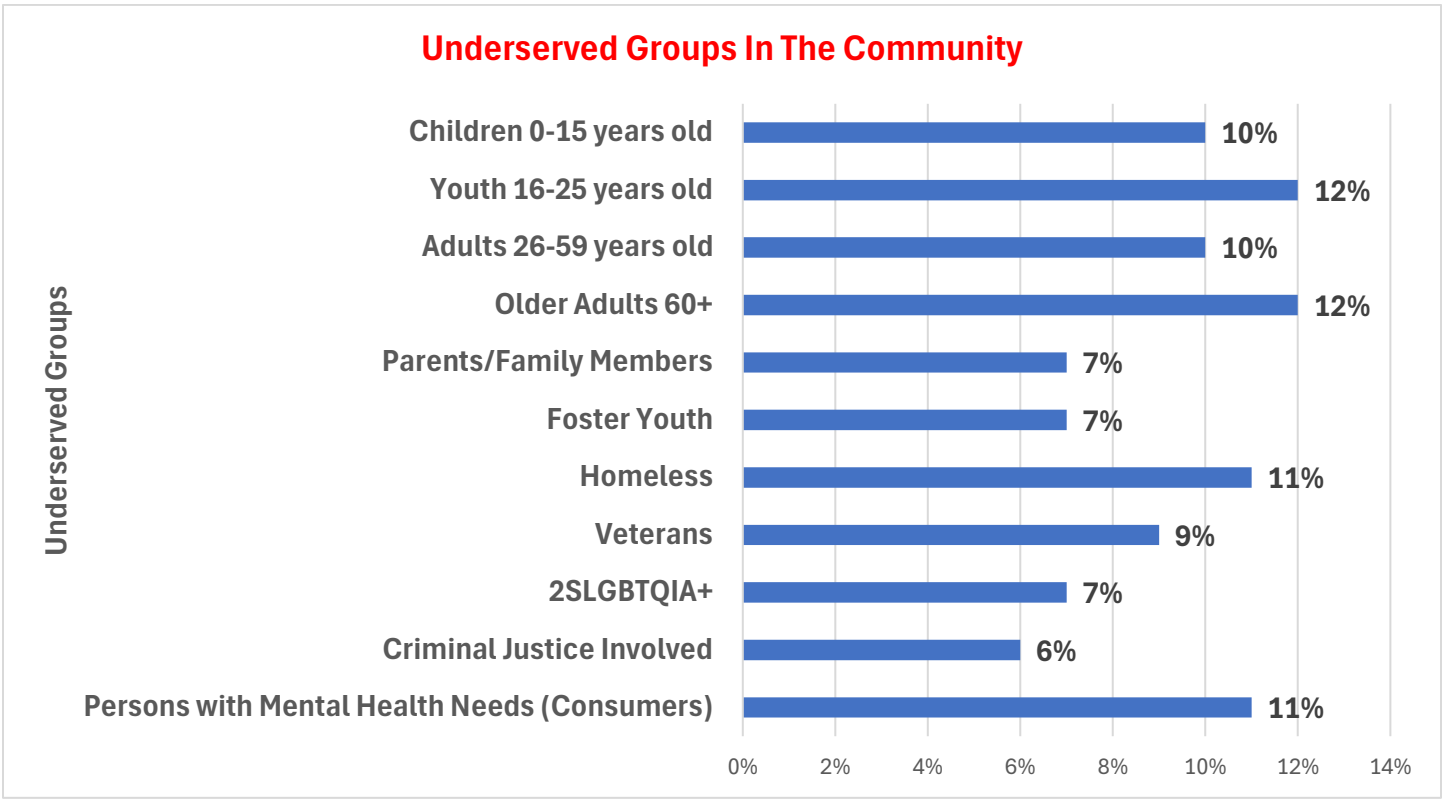
- More Advertisement/Awareness/Communication of mental health resources and services.
- Easily accessible services
- Access to technology/telehealth options
- Suicide Prevention
- Outreach to bring those in need into existing services and additional services surrounding community inclusion and socialization to reduce isolation across ages, and families, especially the homeless and elderly.
- More services and support for outlying communities of Mariposa County
- More collaboration with community-based organizations
- Mental Health First Aid to be offered in outlying communities of Mariposa County
- Housing
- To have Board and Care and institutions in Mariposa.
- To have a Wellness Center serving outlying communities and have it as a drop-in center.
- Transportation options to help with access to services.
- Diversity training for clinicians/counselors
- Too much change with clinicians
- Increase the number of providers.

Annual Update Stakeholder Results FY 24-25

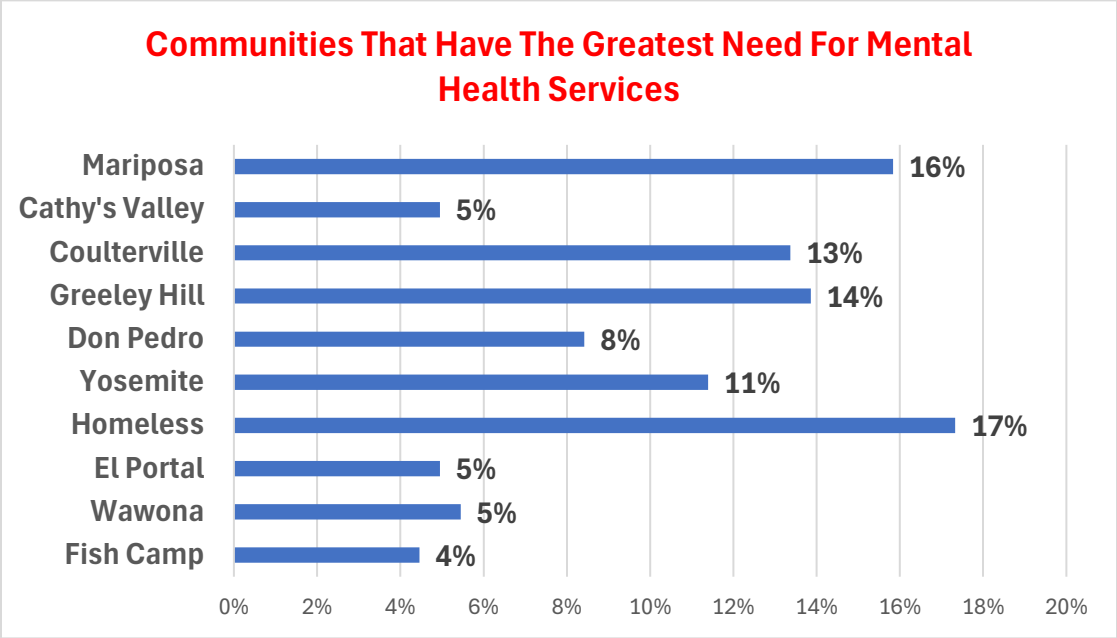
Stakeholders identified the most underserved groups in the community, with 12% of participants identifying youth 16-25 years and 12% for Older Adults (60+), reflecting concerns about mental health support.

11% of participants identified homeless individuals and people with mental health needs as underserved groups in the community.

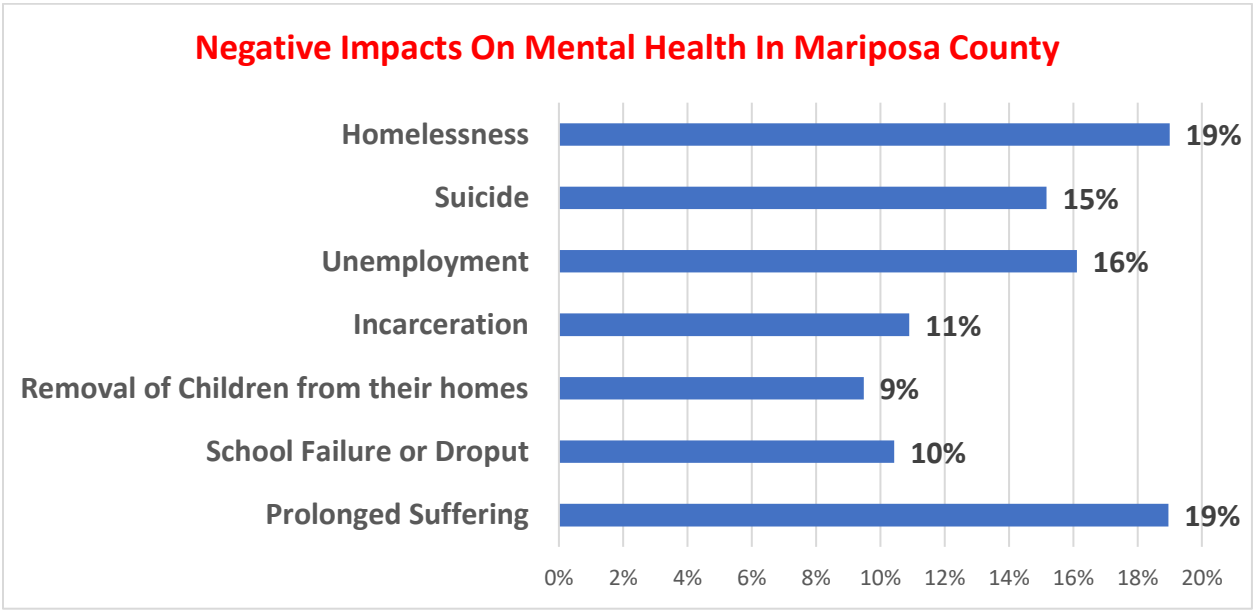
Overall, the data underscores the complexity and diversity of challenges in providing equitable mental health services across various demographics and highlights the importance of tailored approaches to address the unique needs of different groups.



Stakeholders were asked to identify what communities have the greatest need for mental health services. The data suggests that stakeholders perceive the Homeless community as having the greatest need for mental health services, followed by Mariposa, Greeley Hill, Coulterville, and Yosemite, each with notable percentages indicating significant needs for mental health support.



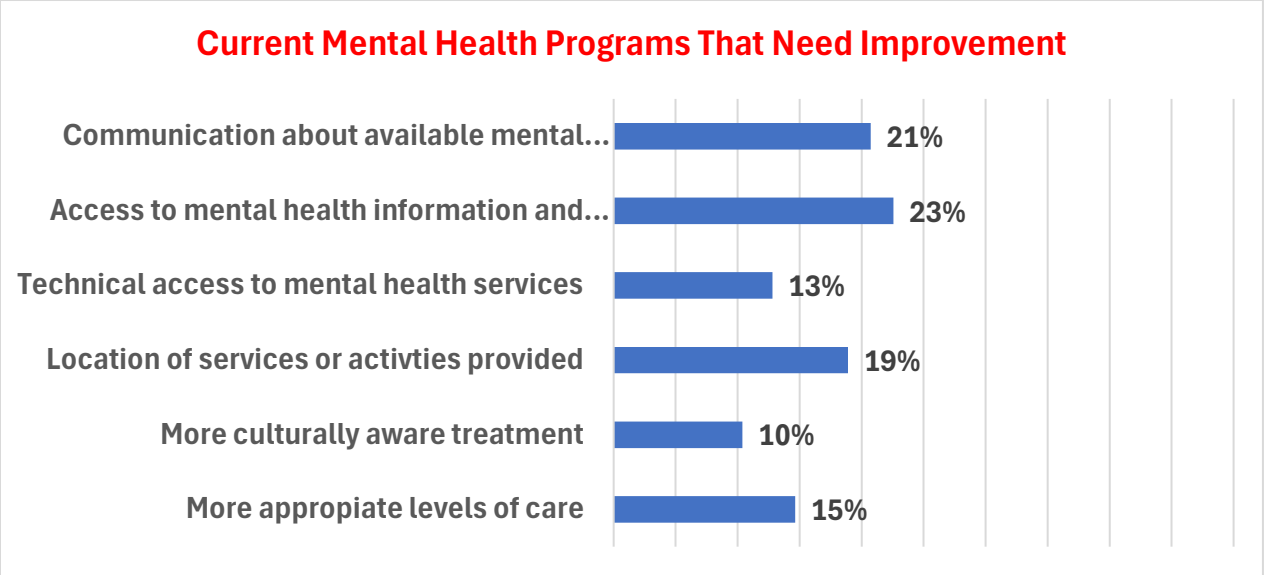
These percentages reflect the diverse challenges and factors that stakeholders perceive as negatively impacting mental health services in Mariposa County, ranging from socioeconomic issues like homelessness and unemployment to mental health-specific concerns such as suicide and prolonged suffering.



Respondents were asked to identify which of the following areas need improvement.

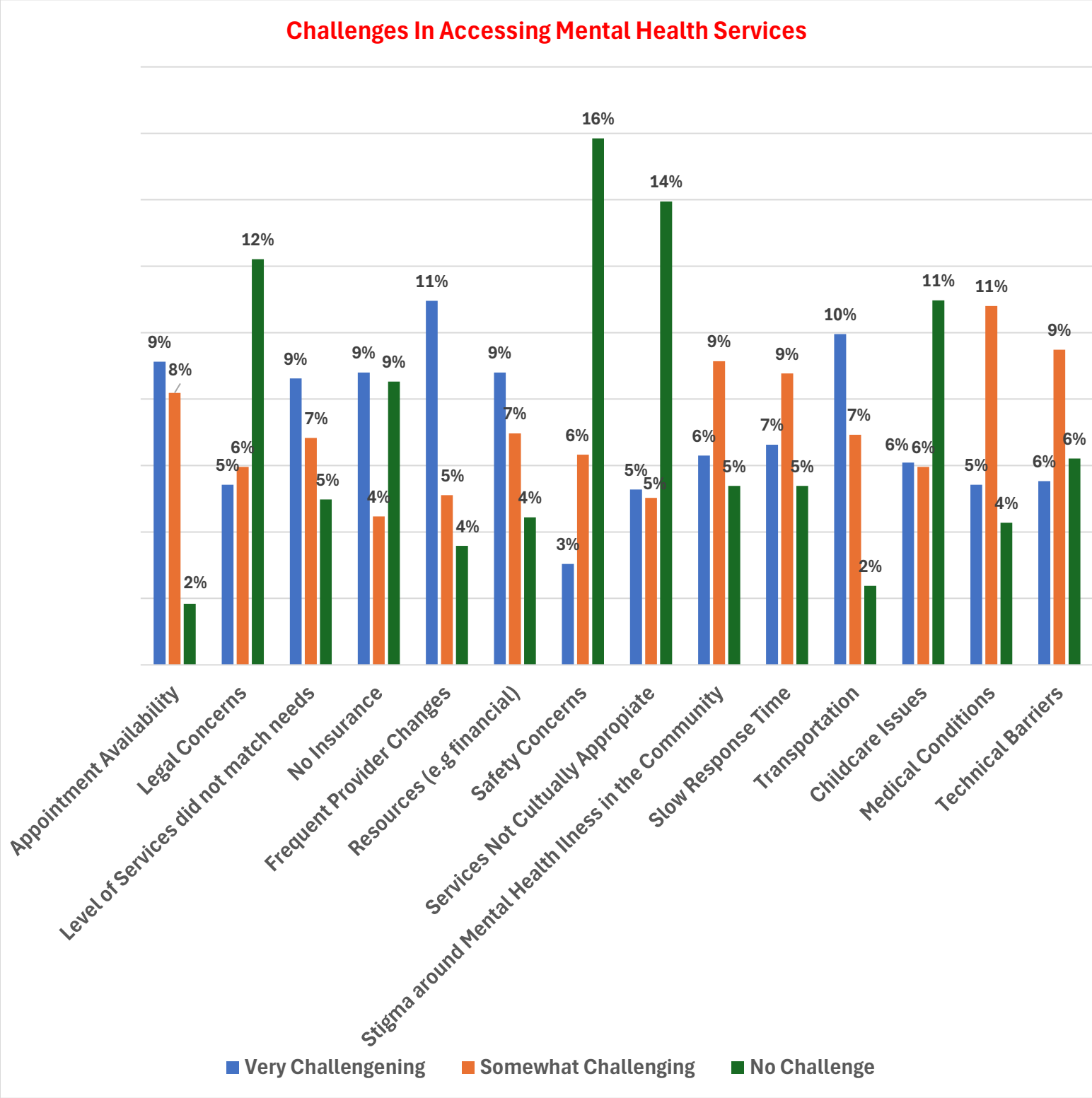
- Communication about available mental health services
- Access to mental health information and services
- Technical access to mental health information and services
- Location of services or activities provided
- More culturally aware treatment
- More appropriate levels of care

This data indicates key priority areas for improvement, as perceived by respondents. These areas include enhancing access to information and services, improving communication about available services, addressing location-related concerns, ensuring appropriate levels of care, enhancing technical access, and promoting culturally aware treatment.



Stakeholders were asked to identify the following barriers that create challenges in accessing mental health services and mark whether they are challenging, somewhat challenging, or not challenge at all.

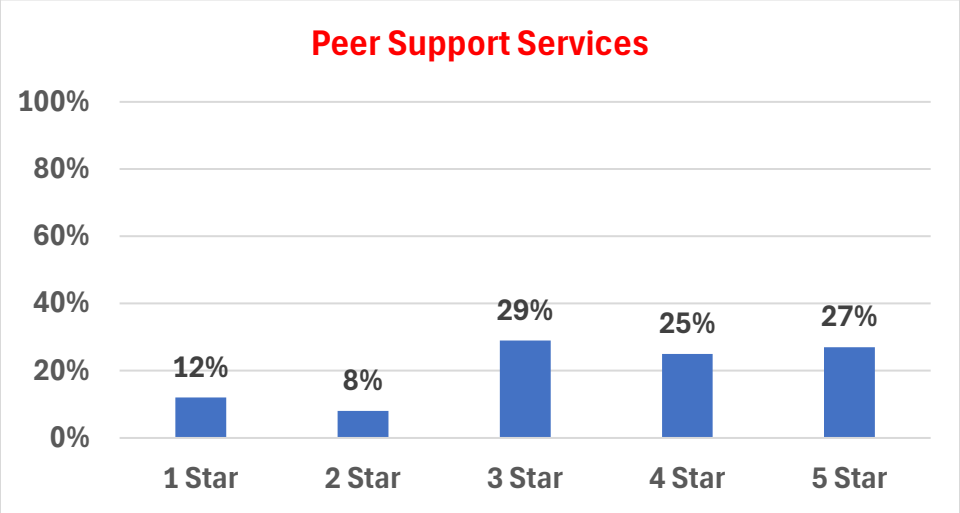
The survey results revealed that the most significant barriers to accessing mental health services were frequent provider changes, transportation, appointment availability, service level did not meet needs, lack of insurance, and limited resources.



Stakeholders were asked to rank the current Mental Health Services Act programs by indicating a 1–5-star rating. One star is the least, and five stars are the highest.

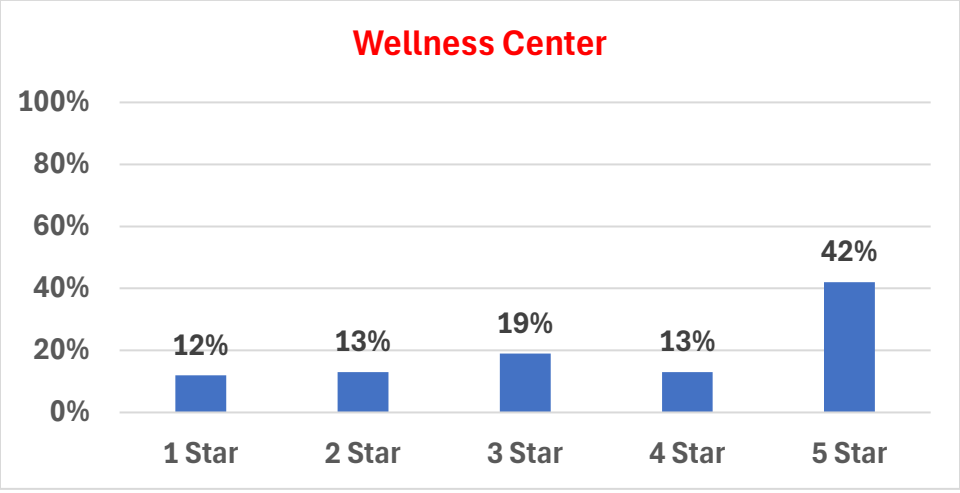
Peer Support Services- An individual that runs the Wellness Center who has lived experience with mental health illness.

This ranking system allowed stakeholders to evaluate the Peer Support Services program based on their perception of its effectiveness and impact within the Mental Health Services Act framework.



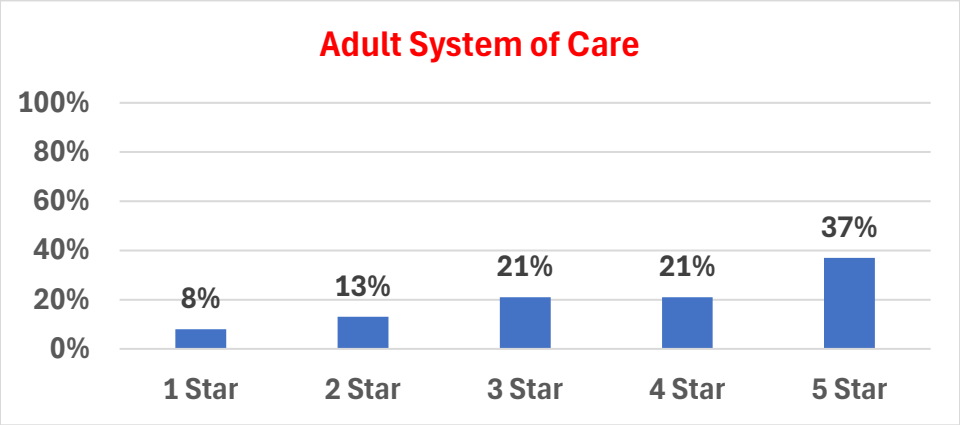
Wellness Center- Peer ran activities that help build meaningful relationships and focused on mental health wellness.

The ranking system provided stakeholders with a valuable tool to assess the Wellness Center's effectiveness in its peer-run activities. These activities are centered around nurturing meaningful relationships and promoting mental health and wellness.



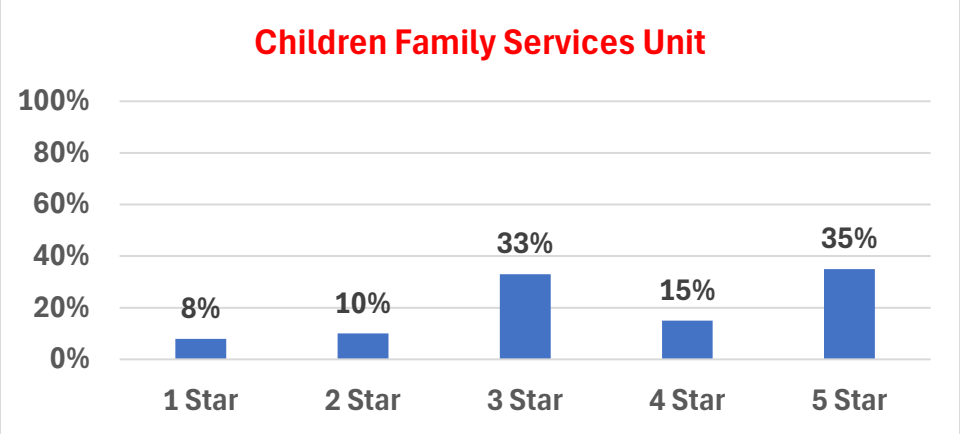
Adult System of Care- Intensive mental health services and supports for the adults and older adults in the community with serious mental illness.

This ranking system gave stakeholders a way to evaluate the Adult System of Care program's effectiveness in providing intensive mental health services and supports for adults and older adults with serious mental illness, based on their perceptions and experiences.



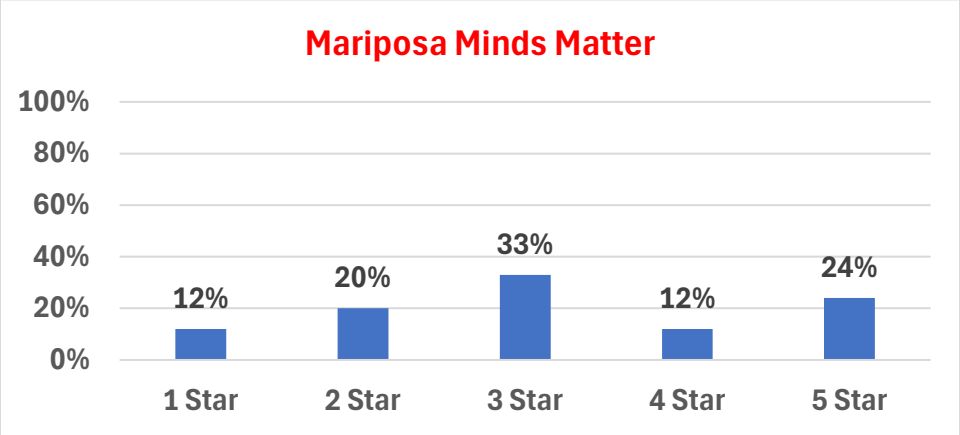
Children's Family Service Unit- Intensive mental health services and support for the children and families in the community with serious emotional disturbances.

This ranking system gave stakeholders a way to evaluate the Children's Family Service Unit program's effectiveness in providing intensive mental health services and support for children and families dealing with serious emotional disturbances based on their perceptions and experiences.



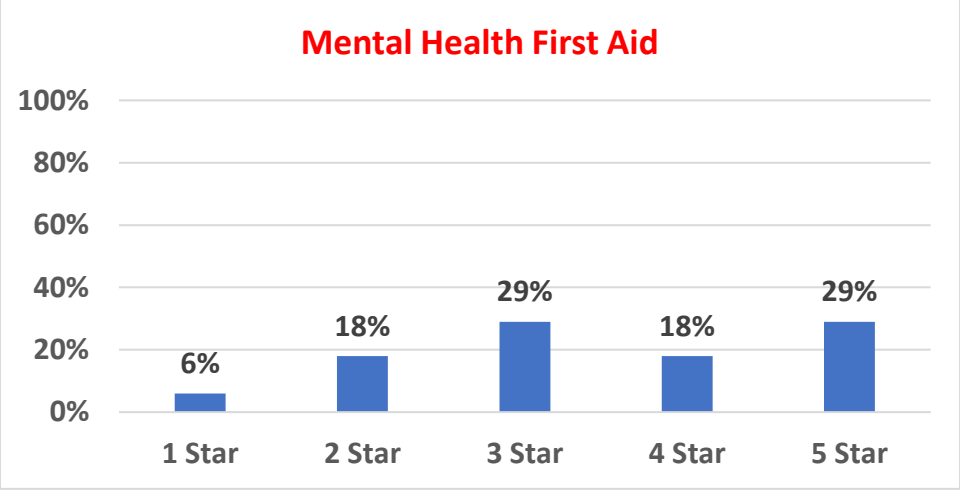
Mariposa Minds Matter Task Force- A committee that targets stigma reduction and discrimination related to mental health and wellness activities.

This ranking system gave stakeholders a way to evaluate the effectiveness of the Mariposa Minds Matter Task Force in achieving its goals of stigma reduction, discrimination prevention, and promoting wellness activities related to mental health within the community.



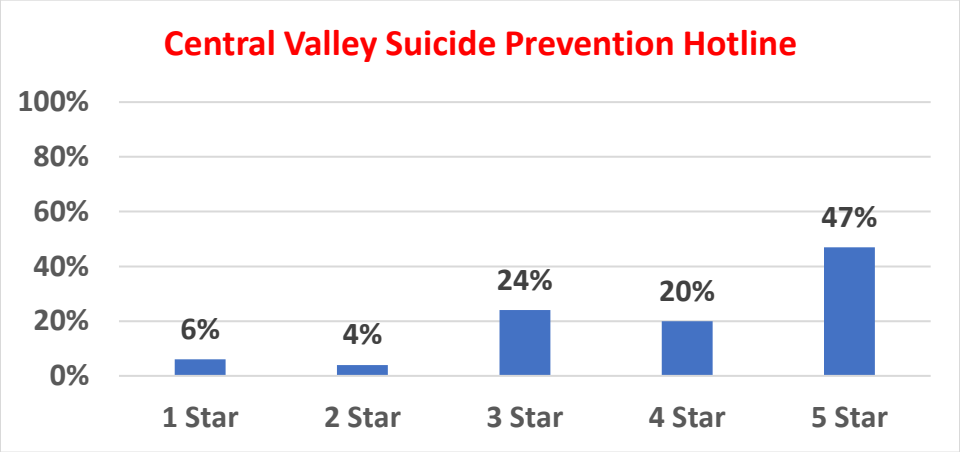
Mental Health First Aid- Training provided to the community to increase recognition of early signs of mental illness.

This ranking system allowed stakeholders to evaluate, based on their experiences and observations, the effectiveness of the Mental Health First Aid program in providing training to the community and increasing recognition of early signs of mental illness.



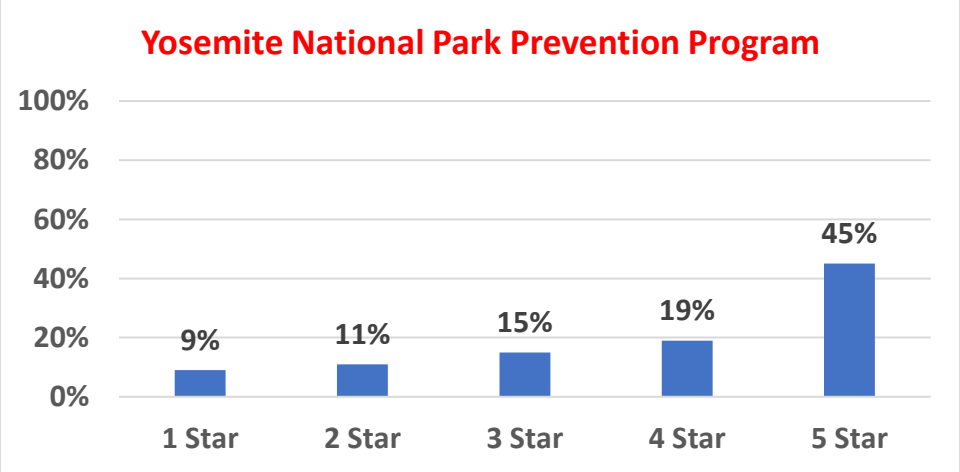
Suicide Prevention Hotline- A suicide prevention hotline that operates 24hrs per day, seven days a week, and 365 days per year. 1-800-506-5991

This ranking system allowed stakeholders to assess the effectiveness of the Suicide Prevention Hotline in providing life-saving support to individuals in crisis and the community's overall perception of its impact and accessibility.



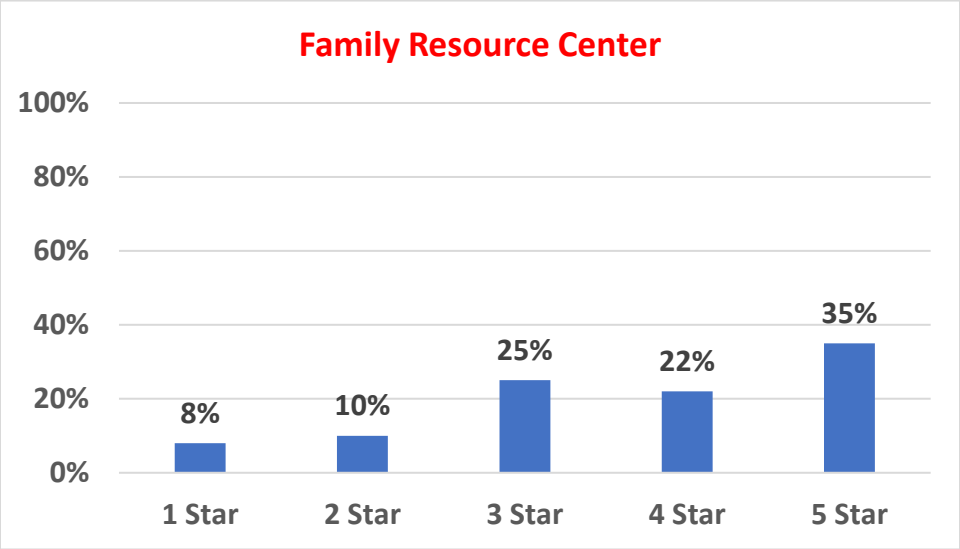
Yosemite National Park Prevention Program- A counselor that provides mental health prevention services to address and promote recovery. Services provided: group therapy, therapeutic interventions, crisis response, emotional support/wellness groups, educational series, and psycho-education to those working or living in Yosemite national Park.

This ranking system allowed stakeholders to assess the effectiveness of the Yosemite National Park Prevention Program in providing mental health prevention services and promoting recovery among individuals living or working in Yosemite National Park based on their experiences and observations.



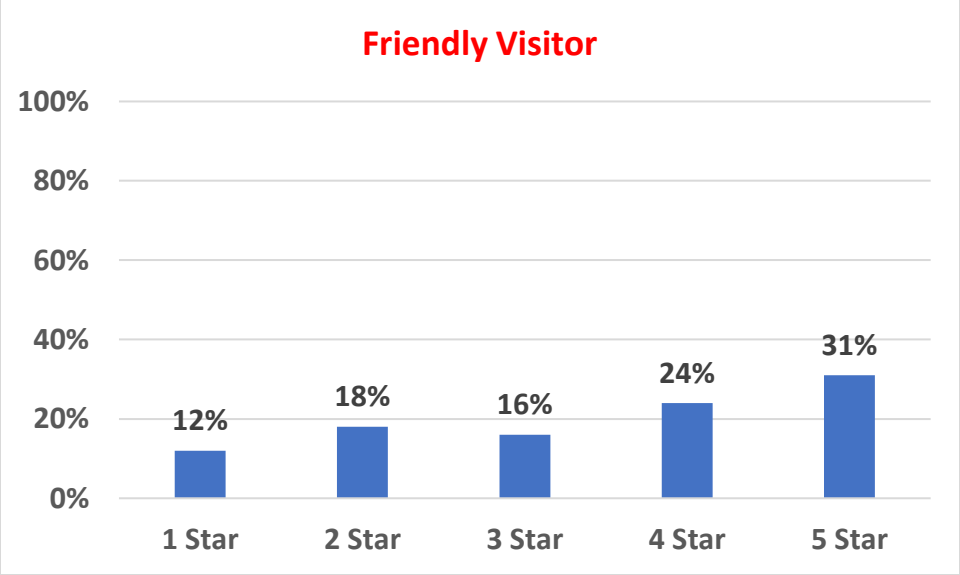
Family Resource Center- offers an early intervention program that promotes recovery and related outcomes for mental illness in its early stages. This program is designed to assist children, families, and caregivers with parent-to-parent support, coaching, mentoring, referrals to services, and emotional support. Services provided include case management, parenting support, family activities, and support groups.

This ranking system allowed stakeholders to assess the effectiveness of the Family Resource Center's early intervention program in promoting recovery and related outcomes for mental illness in its early stages, based on their experiences and observations.

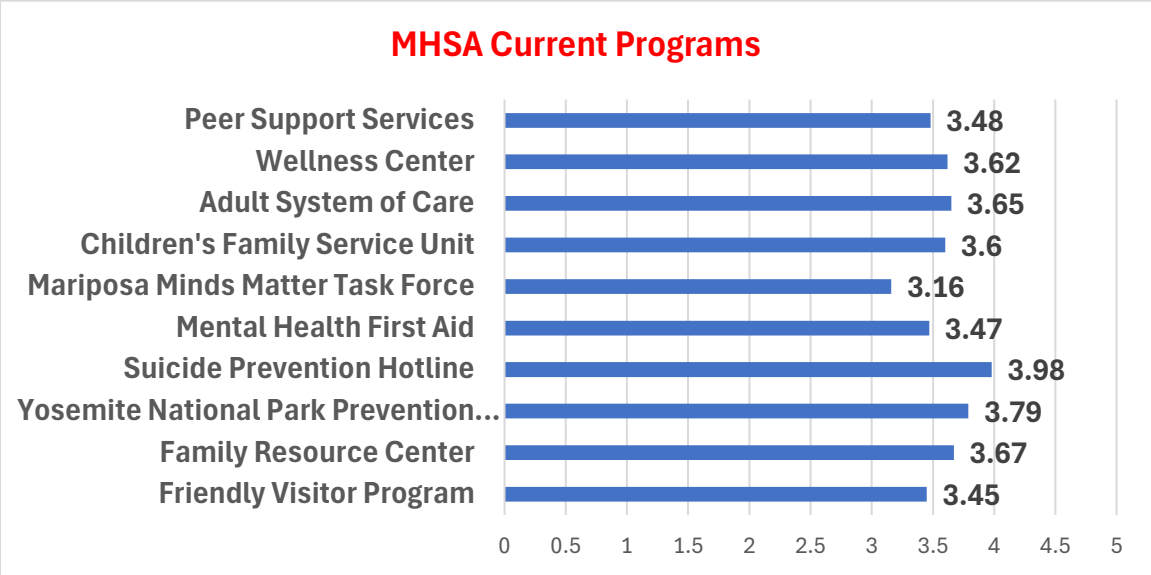


Friendly Visitor- A prevention program that aims to prevent mental health challenges of isolated elderly adults.

This ranking system allowed stakeholders to assess the effectiveness of the Friendly Visitor program in preventing mental health challenges among isolated elderly adults, based on their experiences and observations.



These averages summarize stakeholders' overall perceptions and ratings for each program, with higher averages indicating more positive evaluations and effectiveness in meeting the respective goals and objectives.



Stakeholders were also asked to provide additional comments on the community's needs or gaps in mental health services. Stakeholder feedback indicated the following additional community needs or gaps.

- **Increased Provider Availability:** More providers and staffing are needed, particularly for after-hours emergency services and emergency room settings.
- **Culturally Sensitive Programs:** There's a demand for mental health programs that are culturally sensitive and tailored to diverse communities.
- **Enhanced Outreach Efforts:** More outreach is needed to raise awareness about available mental health resources in the community.
- **Technology Resources for Vulnerable Groups:** Providing technology resources to vulnerable populations like the homeless and elderly to improve access to mental health support.
- **Services for Clients with Private Insurance:** Additional services are needed for clients with private insurance coverage.
- **Confidentiality Concerns:** Addressing concerns about confidentiality, particularly in Native American mental health services.
- **Support for Youth of Addicted or Incarcerated Parents:** Specific services are required for youth whose parents have an addiction or are incarcerated.
- **Consistent Clinician Throughout Treatment:** Maintaining the same clinician for the duration of treatment to foster continuity and trust.
- **Trauma-Focused Therapy:** Providing specialized therapy for individuals dealing with trauma.
- **Accessibility to Mild to Moderate Care:** Ensuring accessibility to mental health services for individuals with mild to moderate mental health concerns.
- **Extended Wellness Center Hours:** Extending operating hours for wellness centers to accommodate more individuals.
- **Informative Skill-Building Series:** Offering informative series focusing on essential skill-building areas like nutrition, cooking, computer skills, art, craft, dance, meditation, and movement.

- **Mental Health Services in Yosemite:** Providing free counseling sessions and mental health wellness activities within Yosemite National Park.
- **School-Based Suicide Prevention and DU Awareness:** Implementing suicide prevention and drug use awareness programs in schools.
- **Accessibility for Deaf/Hard of Hearing Community:** Improving accessibility and support for the deaf and hard of hearing community to access mental health services.

These comments highlight the community's diverse and specific needs, emphasizing the importance of tailored, accessible, and culturally sensitive mental health services to address these gaps effectively.

Three Year Plan Substantive Comments & Changes:

There are no substantive comments or changes.

Annual Update Substantive Comments & Changes:

There are no substantive comments or changes.

MHSA 2023 - 2026 Overview

Mariposa County received the first MHSA funds in 2005 and has continued to cultivate and refine these programs year after year. Mariposa County Behavioral Health and Recovery Services' goal is to support clients in achieving wellness in as many life domains as possible.

The Community Planning Process allows stakeholders to provide feedback on the MHSA services currently being provided. Feedback is gathered regarding the success and challenges of existing programs and information on the community's continuing needs. MHSA programs incorporate the needs identified by the community into the programs best suited to fill those needs.

Below you will find a list of programs that are designed to target community needs identified through the community planning and stakeholder process.

Community Services and Supports (CSS):

- Full-Service Partnership (FSP)
  - Adult's and Children's Services
- General Service Development (GSD)
  - Wellness Center
  - Peer Support – Wellness Center

Prevention and Early Intervention (PEI):

- Prevention Component
  - Yosemite National Park
  - Aramark
  - Friendly Visitor
- Early Intervention Component
  - Family Resource Center
- Stigma Discrimination and Reduction Component
  - Mariposa Minds Matter Task Force
- Outreach for Increasing Recognition Component
  - Mental Health First Aid
- Suicide Prevention Component
  - Central Valley Suicide Prevention Hotline
- Access and Linkage Component
  - Small County – OPT Out

Innovation (INN):

- Psychiatric Advanced Directive (PADS)
- Virtual Reality

Workforce Education and Training (WET):

- Regional Loan Repayment Program

Capital Facilities / Technology (CFTN):

- No current CFTN projects

Assessment of Mental Health Needs:

A survey conducted as part of the 2019 Community Health Needs Assessment indicated that community members had the most significant health concerns around access to care, jobs, behavioral/mental health, substance use, and housing.

Throughout the stakeholder process, stakeholders overwhelmingly identified a need for increased access to mental health services for the unserved/underserved homeless population, more communication and awareness about mental health services, and improved mental health services in the more isolated areas of Mariposa County. This three-year plan has programs that support the needs identified by the community.

Identification of Issues:

Mariposa County ranks 42 out of 58 counties in Health outcomes, representing how healthy counties are within the state, with the healthiest ranked at #1. Rankings are based on how long people live and how healthy people feel while alive. As part of the county-wide 2019 needs assessment, respondents were asked to indicate on a 4-point scale the degree to which a series of issues was an unmet need in their community. Answer choices were as follows:

1. Not a need in the community.
2. This is a need in the community.
3. This is an important need in the community.
4. This is a very important need within the community.

Children's mental health services were ranked at a 3, indicating that this remains an essential need within the community. Mariposa County's Community Health Improvement Plan states, "without appropriate interventions, behavioral health concerns and addictions can rob individuals of quality of life, with ripple effects for families and across generations." Coupled with the stakeholder feedback through the three-year community planning process for the 2023- 2026 MHSA plan indicates a multitude of barriers to receiving services, like lack of transportation, lack of awareness of programs, stigma, and lack of money and/or insurance, suggests there are still efforts that need to be made to promote wellness within the community. Mariposa County's 2019 Community Health Assessment asserts, "Specific behaviors – whether or not people use tobacco, eat a healthy diet, are physically active, use drugs and alcohol, or have unprotected sex – can profoundly affect health outcomes. Helping individuals avoid addictive behaviors, promoting healthy behaviors and habits, and advocating for policies that make healthier behaviors easier and more accessible are all ways Mariposa County can improve health outcomes for its residents. A lack of mental health services and supports can often lead to an increase in suicide among youth, violence in schools and communities, bullying and harassment, recidivism of victimization, self-harm behavior, family dysfunction and stigma, drug use for self-medication, while at the same time led to a decrease in: reporting child abuse and neglect, self-regulation, advocacy in the home, legal and school environment, and a lack of accessing other community resources. Untreated mental illness does not go away on its own; without treatment, some may likely feel isolated, which can often lead to instability in activities of daily living, making it difficult to live independently. When unable to live independently, the need for a

higher level of care, such as a licensed 24-hour care facility, acute psychiatric hospitalization, or an Institution for Mental Diseases (IMD), increases. Homelessness, hospitalization, and incarceration are the three main areas of concern for untreated mental illness.

Utilization Breakdown:

Mariposa County Behavioral Health and Recovery Services strives to reach individuals of all ages, ethnicities, and languages. The data below is based on Mariposa County Penetration Rates for FY 21-22. Out of the total Medi-Cal population in Mariposa County, 12.0% of the Medi-Cal eligible population received behavioral health services.

Age – Of these individuals, the penetration rates for Children (0- 17) are 9.5%, Adults (18-64) 13.1%, and Older Adults (65+) 12.2%.

Mariposa County BHRS Penetration Rate 21/22	
Age Distribution	**Penetration Rate**
Children (0-17)	9.5%
Adults (18-64)	13.1%
Older Adults (65+)	12.2%

Ethnicity – Ethnicity Penetration Rates are Alaskan Native or American Indian (42.0%), Hispanic (9.8%), Unknown (10.6%), White (11.9%), Asian or Pacific Islander (25.1%), and Black or African American (46.0%)

Mariposa County BHRS Penetration Rate 21/22	
Ethnicity	**Penetration Rate**
Alaskan Native or American Indian	42.0%
Hispanic	9.8%
Unknown/Other	10.6%
White	11.9%
Asian or Pacific Islander	25.1%
Black or African American	46.0%

Gender – Of the clients served, women had a slightly higher penetration rate of 12.8% compared to men at 11.1%

Mariposa County BHRS Penetration Rate 21/22	
Gender	**Penetration Rate**
Female	12.8%
Male	11.1%

Language – English was the primary language, with 97.95% of clients identifying it as their primary language, 0.58% Spanish, 0.29% other languages, 0.88% Unknown, and 0.29% American Sign Language (ASL).

Mariposa County BHRS Penetration Rate 21/22	
Language	**Penetration Rate**
English	97.95%
Spanish	0.58%
Other Language	0.29%
Unknown	0.88%
American Sign Language (ASL)	0.29%

Community Services and Supports (CSS) Overview

What is Community Services and Supports?

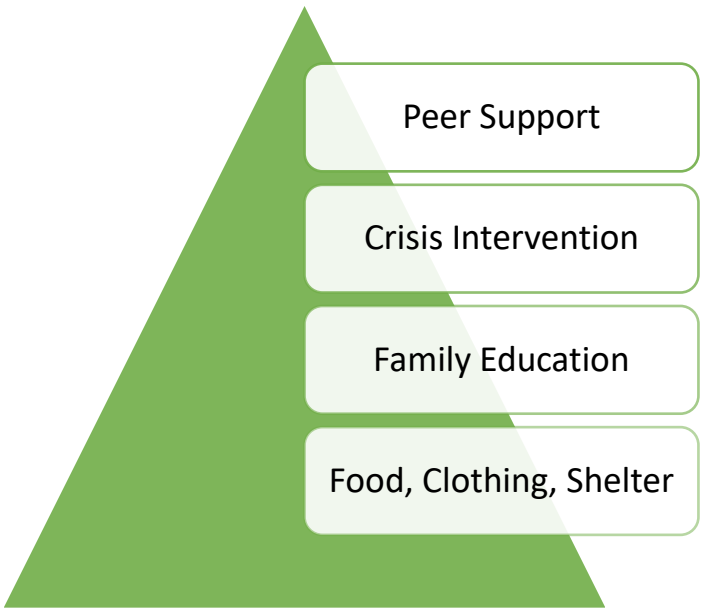
Community Services and Supports (CSS) is the largest component of the MHSA. The CSS component is focused on community collaboration, cultural competence, consumer and family driven services. The overarching purpose is to ensure seriously mentally ill individuals have access to all necessary mental health services. This is provided through outreach and direct services for children, transitional ages youth, adults, and older adults with a serious mental illness.

Full-Service Partnership (FSP) is a program and service that is provided to each client that needs the full spectrum of services necessary to attain their goals. These programs are designed for clients who have been diagnosed with a severe mental illness and would benefit from an intensive service program. The foundation of FSP is doing whatever it takes to help an individual find their path to recovery.

General System Development These programs and activities are related to improving the county's mental health service delivery system for all consumers. This may include mental health services and supports, including culturally specific treatment, strategies to reduce ethnic and cultural disparities, peer support services, wellness centers, personal service coordinators, crisis intervention, family education, needs assessments, and supportive services to obtain employment, housing, or education.

These can also include collaboration between the mental health system and non-mental health providers to pursue the activities mentioned above.

Outreach and Engagement are activities or services for the purpose of identifying unserved individuals to engage them, and when appropriate their families, in the mental health system so that they receive the appropriate services. Outreach and engagement programs can include connecting with community organizations, schools, Tribal communities, primary care providers, faith-based organizations, and those that are homeless.



Proposed CSS Programs

Proposed programs within Community Services and Supports: MCBHRS proposes funding the following programs in each category:

Full-Service Partnerships (FSP's)

- Adult Services
- Children Services

General Systems Development (GSD)

- Wellness Center
- Peer Support at the Wellness Center

Based on the 2020 Workforce, Education, and Training (WET) assessment, several ethnic groups are appropriately represented by the current workforce. However, more effort must be made to recruit staff identifying as Native American, as zero percent are currently represented in current staffing. Mariposa County Behavioral Health Services (MCBHRS) contracts with the American Indian Council to provide mental health services to the Native American population. These contract providers were not included in the workforce data listed above. More work needs to be done to determine what other races or ethnicities are being served that fall into the Multi/Race or "Other" category. Although only a few staff members are proficient in different languages, most consumers are proficient in English, with only the occasional need for Spanish and ASL interpretation. MCBHRS accommodates this need by contracting with a certified ASL interpreter and a tele-interpreter language line. MCBHRS has available to all participants a tele-interpreter service that includes all languages, and staff participate in annual training to utilize this service. The MCBHRS Cultural Competence Committee, consisting of MCBHRS employees and community partners, brings awareness of different cultures and identifies barriers or gaps to receiving services.

One of the strengths of MCBHRS is the career ladder within the behavioral health branch. A client may enter services and become employed as a Peer Support, moving on to the position of a Mental Health Assistant I/III through time and experience. There are limitations to the county workforce as turnover has been an issue, partly due to the county's housing shortage. This has created barriers to implementing services. The county has been working to support affordable housing development.

Additionally, as in all helping professions, burnout can be an issue. Providing secondary trauma training & self-care training is one-way Health and Human Services Agency (HHSA) has attempted to address this. Mariposa HHSA has also increased pay for positions through the WET funding identified as hard to fill. Several MCBHRS supervisors hosted a booth at the California Marriage and Family Therapist (CMFT) training in San Francisco to recruit more licensed staff members. One significant effort MCBHRS has made is to become identified as a student loan forgiveness site to aid staff in applying for student loan forgiveness if employed by MCBHRS.

Another barrier to implementing the proposed programs and services continues to be the county's need for client transportation and stable housing. To address these issues, HHSA has implemented a transportation unit to provide transportation to assist clients in getting to their appointments. This is also being addressed with the implementation of telehealth services to meet the needs of the clients more effectively. MCBHRS will continue to look into all possibilities to promote more affordable housing for the community.

The stigma within the community is also a barrier to individuals reaching out for support and assistance. The Mariposa Minds Matter Committee (funded out of PEI) was formed to address the reduction of stigma within the community.

Given all the barriers and notable staffing shortages MCBHRS maintains an adequate network of providers to provide specialty mental health services. MCBHRS will continue to monitor the network to ensure adequacy.

Program Description:

Mariposa County Behavioral Health and Recovery Services (MCBHRS) have been building the infrastructure of the Adult's Unit since the original plan was adopted in 2005. Strides have been made in fully implementing the Recovery Model through support and training staff. The goal is to continue providing best-practice services for our clients using the Adult's Team Meeting model, which is client-driven and supports ongoing staff development.

The Full-Service Partnership (FSP) program ensures that clients and when appropriate their families receive individualized, intensive services and support. All adult and older adult ages will be served with client and family driven FSPs that are culturally responsive. The successful Adult Team Meeting innovation project brought the team approach for all FSP clients.

The Adult Unit will provide various services to meet the needs of the clients and when appropriate their families. The Adult Unit will continue to use the Adult Team Meeting (ATM) model, using a system of care approach with monthly or bimonthly meetings for all adults and older adult FSP clients. Strength assessments, personal recovery plans, and individual services and supports plan (ISSP) will be developed during the ATMs to support the client in reaching goals. During these meetings, community agencies, family members, when appropriate and endorsed by the client, will be invited to attend to support clients in meeting their personal recovery goals. This will allow for psychoeducation, awareness of mental health symptoms, and how to best support loved ones.

Transitional Housing will continue to support three to five clients a year, allowing them to gain valuable skills to live independently. Skills to be obtained through Transitional Housing are household budgeting and basic independent living skills. Personal Service Coordinator/Case Management will support clients in learning about and securing employment or volunteer opportunities to gain independent living skills. Case Managers will provide intensive care coordination with a teaming approach. They will also lead rehabilitative groups. The FSP program will include 24hr support from their personal service coordinator as well as afterhours crisis contact as needed. Trainings for staff will be provided by evidence-based trainers to enhance skills for better client support and treatment.

Proposed Activities:

All adult and older adult FSP participants will be provided with ATMs and a variety of other mental health services tailored to the need of the individual through their individualized services and supports plan (ISSP). These services include intensive case management, individual rehabilitation, medication services, individual and group therapy.

ATMs will increase the coordination, direction, and organization of client service. These meetings will allow community agencies, family members and significant others to learn effective ways to support the clients. Case management services will increase clients' abilities to obtain needed services and resources to reduce their mental illness and increase their access to care. Individual rehabilitation will assist clients in learning skills to remain or gain independent living skills. An incentive program will be developed to promote daily living skills, wellness and recovery activities, and independence from the program. Individual and group therapy will encourage clients to develop strategies to reduce mental

illnesses impacts on their functioning. medication services will increase clients' understanding of the risk and benefits of medication to make informed decisions about their care.

A Personal Care Coordinator will be assigned to each case and will be the point of contact throughout the duration of the FSP program. The Mental Health Assistants are trained to facilitate team meetings to identify the needs, concerns, and supports through a collaborative approach to developing an action plan with measurable goals. Case manager(s) will do outreach to Mariposa County's homeless population to help engage and enroll in FSP services as needed or if a client is identified as needing that level of care.

Individuals Served:

The FSP program aims to serve a minimum of 35 individuals annually, which is expected to maintain the same over the next three-year fiscal years. The estimates below are derived from averages over the last three years.

Age Category	**Estimated Percentage to be Served**
Adult (26-59)	74%
Older Adult (60+)	26%
Gender	**Estimated Percentage to be Served**
Female	57%
Male	43%
Ethnicity	**Estimated Percentage to be Served**
Cuban	0%
Mexican/Mexican American	0%
Not Hispanic/Latino	96%
Hispanic/Latino	4%
Puerto Rican	0%

Performance Outcomes:

Service delivery will be coordinated through care coordination of mental health services. It will be monitored and evaluated for effectiveness and strive to improve and promote both the mental health and recovery of clients and the quality and efficiency of the service system. All FSP clients will have personal assessment forms (PAF), key event tracking (KET), and three-month assessments completed. Behavioral Health clinicians will use the Patient Health Questionnaire (PHQ-9) and the Generalized Anxiety Disorder-9 (GAD-7) evaluation tools to demonstrate program outcomes and effectiveness. The use of evaluation tools allows for program planning and improvement. The consumer survey data will be used to show consumer satisfaction.

Budget: $1,020,262

Estimated Cost Per Person: $29,150

FY 2024/2025 Annual Update:

Estimated Cost Per Person Adult's Unit: $21,480.96

The purposed budget for this program is $537,024.00.

For the fiscal year 2024/2025, MCBHRS will continue to provide services to individuals aged 26 to 59 and older adults aged 60+ through the FSP programs. Each partner will be assigned a personal services coordinator, and all adults and older adults will continue to be provided with ATMs and a variety of other mental health services tailored to the needs of the individual. These services include but are not limited to intensive case management, individual rehabilitation, medication services, and individual and group therapy.

The case manager(s) will continue to provide outreach to Mariposa County's homeless population. This includes more site visits to our local shelter to help clients engage in and enroll in FSP services as needed or if they are identified as needing that level of care.

The FSP program is expected to serve a minimum of 25 individuals annually.

Program Description:

The Full-Service Partnership program for youth is individually designed to interlink youth and families in services. Mariposa County Behavioral Health and Recovery Services (MCBHRS) have been building the infrastructure of the Children's Family Services Unit since the original plan was adopted in 2005. The goal is to continue providing best-practice services for our clients using the client-driven Children and Family Team Meeting model, which supports ongoing staff development.

The Full-Service Partnership (FSP) program ensures that clients and their families receive individualized, intensive services and support. Children ages 0-15 and transitional-aged youth 16-25 will be served with client and family-driven FSPs that are culturally responsive.

The Children's Family Services Unit provides mental health services to reduce functional impairments in children and transitional-aged youth (TAY) to increase a sense of empowerment, well-being, and optimism. The FSP program is individually designed to wrap the children and transitional-aged youth in services fully.

A Personal Care Coordinator will be assigned to each case and be the point of contact throughout the duration of the FSP program. 24hr support from their personal service coordinator will be provided as well as afterhours crisis contact as needed. The Mental Health Assistants are trained to facilitate team meetings to identify the needs, concerns, and support through a collaborative approach to developing an action plan with measurable goals.

Proposed Activities:

All children, and transitional-aged FSP participants will be provided with an array of services to fit the child's needs best.

This includes but is not limited to In-Home Based Services to redirect participants in school, home, and community settings; Intensive Care Coordination; Case Management to provide linkage to services and access to resources; Individual Rehabilitation to teach skills for daily living; Individual Therapy to focus on symptom reduction and improvement of functional impairments; and Family Therapy to improve family dynamics, based on individuals need and family voice and choice.

Marketing and recruitment strategies will be utilized to encourage and engage FSP clients to attend groups offered by Mental Health Clinician and Mental Health Assistants, including therapeutic groups with a variety of topics including anxiety, depression and support groups for developing independent living skills. Incentives will be offered, such as gas vouchers, transportation, and gift cards to local restaurants, for participation in groups. Parent support and parent education will be offered as well as family finding efforts, to create a wider array of informal support networks for FSP clients for their lifetime.

Individuals Served:

The FSP program aims to serve a minimum of 20 individuals annually, which is expected to maintain the same over the next three-year fiscal years. The estimates below are derived from averages over the last three years.

Age Category	Estimated Percentage to be Served
Children (0-15)	56%
Transitional-Aged Youth (16-25)	44%
Gender	**Estimated Percentage to be Served**
Female	42%
Male	58%
Ethnicity	**Estimated Percentage to be Served**
Cuban	0%
Mexican/Mexican American	15%
Not Hispanic/Latino	76%
Hispanic/Latino	9%
Puerto Rican	0%

Performance Outcomes:

Service delivery is coordinated through care coordination of mental health services. It will be monitored and evaluated for effectiveness and strive to improve and promote both the mental health and recovery of clients and the quality and efficiency of the service system. All FSP clients will have personal assessment forms (PAF), key event tracking (KET), and three-month assessments completed. Behavioral Health clinicians will use the Patient Health Questionnaire (PHQ-9) and the Generalized Anxiety Disorder-9 (GAD-7) evaluation tools for clients 12 and older to demonstrate program outcomes and effectiveness. The use of evaluation tools allows for program planning and improvement. The consumer survey data will be used to show consumer satisfaction.

Budget: $706,017

Estimated Cost Person: $35,301

FY 2024/2025 Annual Update:

Estimated Cost Per Person Children's Family Services Unit: $24,975.85

The purposed budget for this program is $499,517.00.

For the 2024/2025 fiscal year, MCBHRS will continue to provide services to children 0-15 years old and Transitional-Aged Youth 16-25 years old through the FSP programs. All partners will be assigned a personal services coordinator and attend Children and Family team meetings.

The Children FSP program will continue the following activities but is not limited to In-Home Based Services to redirect participants in school, home, and community settings; Intensive Care Coordination; Case Management to provide linkage to services and access to resources; Individual Rehabilitation to teach skills for daily living; Individual Therapy to focus on symptom reduction and

improvement of functional impairments; and Family Therapy to improve family dynamics, based on individuals need and family voice and choice.

Marketing and recruitment strategies will continue to be utilized to encourage and engage FSP clients to attend groups offered by Mental Health Clinicians and Mental Health Assistants, therapeutic groups with a variety of topics, including anxiety and depression, and support groups for developing independent living skills. Incentives, such as gas vouchers, transportation, and gift cards to local restaurants for group participation, will be offered. Parent support and parent education will be offered to create a wider array of informal support networks for FSP clients for their lifetime.

Family finding will not continue as part of the FSP program as this is a function within our Child Welfare Services.

The FSP program is expected to serve up to 20 individuals annually.

Program Description:

The Mariposa Wellness Center aims to improve the mental health and overall wellness of Community Members. The Wellness Center provides a supportive and safe environment where 18 year and older participants can engage in activities provided by the Mariposa County Behavioral Health and Recovery Services (MCBHRS).

The center provides social engagement and skill-building activities to address daily living, job skills, budgeting, and creative expression. Activities will be planned by peers and facilitated by the peer support specialist overseeing the program. Members can receive support, take classes, or teach a class while meeting others on the path to improving the quality of their lives.

Members will have the opportunity to engage in structured programming including, but not limited to, the following:

- Creative Expression
- Psycho-Education Classes
- Relaxation and Stress Management
- Job Readiness Skills
- Employment Development Assistance
- Financial/Budgeting/Saving
- Resource connection and referrals
- Peer Support
- Shared Life Experiences
- Volunteer Program
- Socialization
- Recreation and Exercise
- Community Activities
- Skill Building
- Health/Nutrition/Hygiene

The Mariposa Wellness Center operates by empowering members and providing support by forming meaningful relationships. The Center aims to facilitate personal growth.

The Wellness Center staffs one full-time peer support specialist with lived experience regarding mental health and wellness to serve as a role model and mentor. The wellness center will be open 5 days a week, 3 days in Mariposa, and 2 days in outlying areas.

Proposed Activities:

Activities of the Wellness Center include daily living activities, including but not limited to: cooking, food shopping, budgeting, job training, job searching, stress management, communication skills, relaxation techniques, yoga, art classes, crafting, creative writing, learning relaxation, attend community events and field trips to help expand and enhance learning and expressive opportunities

for those who may not have had such opportunities. The Wellness Center also provides an environment where individuals can receive support and validation openly and nonjudgmentally.

Individuals Served:

The Wellness Center aims to serve an average of 12 individuals per day and can serve up to 12 individuals at each location.

Performance Outcomes:

Survey's will be used upon entry of the program and quarterly by the peer support specialists to track improvement of participants mental health and overall wellness. The client's improved daily functioning will determine the outcome, increase daily living skills learned, and gain new support systems.

Budget: $10,000

Estimated Cost Person: $278

FY 2024/2025 Annual Update:

Estimated Cost Per Person Wellness Center: $278.00

The purposed budget for this program is $10,000.00.

This coming fiscal year, 24/25, MCBHRS will continue to hold the Wellness Center in Mariposa three days a week, Coulterville (North County) one day a week, and Yosemite one day a week. Peer Support will also continue to increase advertising and outreach activities to increase community and client engagement for all MCBHRS Wellness Center locations.

The Wellness Center continues to aim to serve an average of 12 individuals per day and can serve up to 12 individuals at each location.

Peer Support at Wellness Center

General System Development

Program Description:

The Wellness Center activities are selected based on peer-identified needs and implemented by a peer support specialist. The peer support specialist will facilitate and co-facilitate groups. If FSP clients attend the wellness center and as relationships are built, the peer support specialist can provide supportive services as needed and as appropriate.

As part of Mariposa County's overall MHSA strategy to establish and incorporate a Peer Support Specialist.

The Wellness Center is a program that serves all community members regardless of participation in mental health. The Wellness Center is a program that helps all community members, irrespective of their involvement in mental health. The Wellness Center is open to anyone over the age of 18. The peer support specialist that runs the Wellness Center can provide a wealth of knowledge and information about county mental health and facilitate referrals to mental health when necessary. This program allows for improved access to services for those who step toward recovery by starting at the Wellness Center and then being encouraged to seek services at MCBHRS if needed.

Respondents found the wellness center and peer support helpful to the community during the community planning process. MCBHRS proposes continuing this program into the next three years, 2023-2026.

Proposed Activities:

The peer support specialist will facilitate the peer operation of the Wellness Center. They will be responsible for reporting regulations and, with peer involvement, establishing the rules for participation. Activities will be planned by the participants and facilitated by the peer support specialist.

The peer support specialist will establish peer support and family education support services or expand these services to meet the needs and preferences of clients and/or family members, along with conducting outreach to provide equal opportunities for peers who share the diverse racial/ethnic, cultural, and linguistic characteristics of the individuals/clients served.

Individuals Served:

Individuals served is one for this program, and the peer support member can expect to serve up to twelve adults daily during the operation of the Wellness Center.

Budget: $42,088

Estimated Cost Person: $42,088

FY 2024/2025 Annual Update:

Estimated Cost Per Person Peer Support @ the Wellness Center: $43,877.00

The purposed budget for this program is $43,877.00.

The Peer Support Specialist completed a peer support training on 12/16/2022 and completed the Mental Health First training on 8/30/2023. The Peer Support Specialist continues to organize and facilitate activities at the Wellness Center in Mariposa for three days per week, one day per week in Coulterville (North County), and one day per week in Yosemite. In addition, the Peer Support Specialist is actively involved in outreach activities to encourage community and client engagement at MCBHRS. All these efforts aim to prepare Peer Support Specialists for the next step in their Mental Health Assistant career ladder.

Prevention and Early Intervention (PEI) Overview

What is Prevention and Early Intervention?

Prevention and Early Intervention (PEI) programs are partially intended to prevent a serious mental illness by promoting strategies that reduce risk factors. Additionally, PEI programs are designed to improve timely access to services and to provide a better understanding of recognizing early signs of mental illness. The PEI programs are made up of six components. Title 9 of the California Code of Regulations defines these six components below.

Early Intervention: "Treatment and other services and interventions, including relapse prevention, to address and promote recovery and related functional outcomes for a mental illness early in its emergence, including the applicable negative outcomes that may result from untreated mental illness."

Prevention: "A set of related activities to reduce risk factors for developing a potentially serious mental illness and to build protective factors. The goal of this program is to bring about mental health including reduction of negative outcomes as a result of untreated mental illness for individuals and members of groups or populations whose risk of developing a serious mental illness is greater than average and as applicable, their parents, caregiver, and other family members."

Outreach for Increasing Recognition of Early Signs of Mental Illness: "A process of engaging, encouraging, educating, and/or training, and learning from potential responders about ways to recognize and respond effectively to early signs of potentially severe and disabling mental illness."

Access and Linkage to Treatment: "A set of related activities to connect children with severe mental illness, and adults and seniors with severe mental illness, as early in the onset of these conditions, to medically necessary care and treatment, including, but not limited to, care provided by county mental health programs."

Stigma and Discrimination Reduction: "The County's direct activities to reduce negative feelings, attitudes, beliefs, perceptions, stereotypes and/or discrimination related to being diagnosed with a mental illness, having a mental illness, or to seeking mental health services and to increase acceptance, dignity, inclusion, and equity for individuals with mental illness, and members of their families."

Suicide Prevention: "Organized activities that the County undertakes to prevent suicide because of mental illness. This category of programs does not focus on or have intended outcomes for specific individuals at risk of or with serious mental illness."

Proposed programs within Prevention and Early Intervention: MCBHRS proposes funding the following programs in each category:

Early Intervention:

- Family Resource Center

Prevention:

- Yosemite National Park Services
- Aramark Services
- Friendly Visitor

Outreach for Increasing Recognition of Early Signs of Mental Illness:

- Mental Health First Aid

Stigma and Discrimination Reduction:

- Mariposa Minds Matter Task Force

Suicide Prevention:

- Central Valley Suicide Prevention Hotline (CVSPH)

Access and Linkage to Treatment:

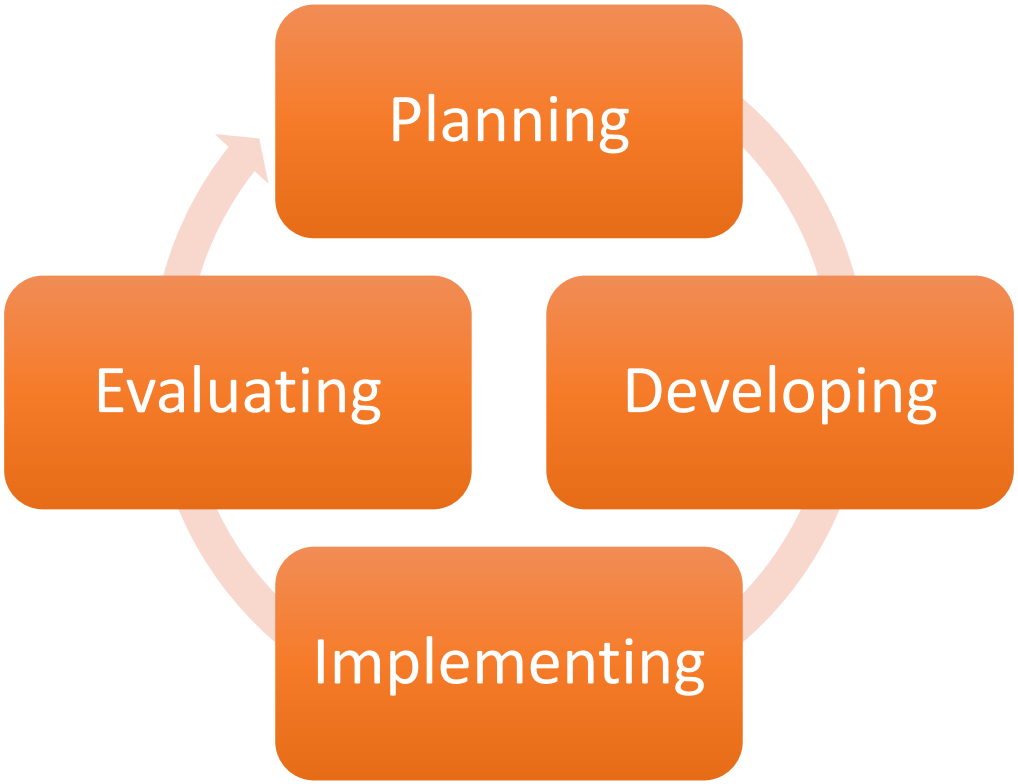
- Small County – Opt out.

PEI Community Planning Process

The community planning process for the PEI component was included in the three-year plan stakeholder process. This section of the MHSA three-year plan includes information on what PEI means and the components that fall under PEI. This document should also serve to inform stakeholders of the requirements of PEI.

Stakeholders will be involved in all phases of the PEI programs from planning, implementing, and evaluation. Stakeholders will also be presented with outcome data once they become available, to ensure they are well informed and involved in the monitoring stage of projects.

All programs funded by PEI will reflect and be consistent with all applicable Mental Health Services Act General Standards set forth in Title 9 California Code of Regulations, Section 3320.



Program	1. Childhood Trauma	2. Early Psychosis	3. Youth Outreach	4. Culturally Comp	5. Older Adults	6. Early ID Symptoms
Friendly Visitor				X	X	
Family Resource Center	X	X	X	X		X
Yosemite National Park		X		X	X	X
Aramark		X		X	X	X
Mariposa Minds Matter				X		
Mental Health First Aid		X		X		X
Central Valley Suicide Prevention Hotline				X		

Priority Key

1.	Childhood Trauma Prevention and Early Intervention
2.	Early Psychosis and Mood Disorder Detection and Intervention
3.	Youth outreach and engagement strategies targeting secondary school and TAY, with priority on partnership with college mental health programs
4.	Culturally competent and linguistically appropriate prevention and intervention
5.	Strategies targeting the mental health needs of older adults
6.	Early identification programming of mental health symptoms and disorders, including but not limited to, anxiety, depression, and psychosis

Family Resource Center

Early Intervention

Program Description:

Stakeholders continue to identify youth as having gaps in services. MCBHRS proposes to fund a Family Resource Center (FRC) for children, families and/or caregivers to connect with parent-to-parent support, coaching, mentoring, referrals to services, and emotional peer support. The family resource center will address gaps in services experienced by families, youth, and children. Services offered will include case management, parenting support, family activities, and support groups. The FRC will be open Tuesdays-Saturdays, 12-7 pm.

The family resource center aims to improve access and linkage to treatment and services. Provide Case Management for youth and adults. Strengthen the family system through parenting support and family activities. Provide educational opportunities for families. Provide social opportunities to build peer support. Increase wellness and resiliency for individuals. Provide peer support groups. Through these activities, the FRC will improve timely access and increase the number of individuals receiving mental health services while reducing stigma and discrimination. Prevention and early intervention are vital in reducing the adverse outcomes of untreated mental illness, and the FRC aims to focus on some areas where community members, specifically those that are underserved, trauma-exposed, living in stressed families, or at risk of school failure or juvenile justice involvement, are needing additional support.

Proposed Activities:

Case Management: Case Management (CMs) will be provided for caregivers and at-risk youth. CMs will provide support, coaching, mentoring, and referrals to services to early intervention for mental illness. This program will use “Strengths Perspective Case Management”, an evidence-based practice.

Group Support: This program will establish a LGBTQ+ Friends and Family Support Group to increase support for youth from caregivers and others. Grief can profoundly impact people; many need additional supports to prevent long-term impacts on their mental health. This program will provide a grief group to increase peer support and a healthy outlet to grief. Our community has been impacted by many natural disasters; a monthly social support group for those impacted.

Educational Programming: Caregivers will be offered the evidence-based program Nurturing Parenting, a “family-centered trauma-informed program to build nurturing parenting skills”. This program will provide childbirth education classes as needed to support these young families.

Family Enrichment: The FRC will provide weekly family enrichment activities that could include: meals, story hour, crafts, special events, etc.

Individuals Served:

This program will serve county residents with a primary focus on children, transition-age youth, their families and/or caregivers at a significantly higher than average risk of developing a serious mental illness, including but not limited to underserved populations, trauma-exposed, and children/youth in stressed families, or at risk of school failure or juvenile justice involvement. The family resource center estimates 120 individuals will be served annually.

Outcomes and Indicators:

Progress reports, database tracking, surveys, and pre- and post-assessments will be completed to be evaluated and measured on reducing prolonged suffering from untreated mental illness by measuring a reduction in symptoms and/or improved recovery, including mental, emotional, and relational functioning.

Each of the proposed activities above will measure at least one of the following:

- An increase in services.
- An increase in confidence to access treatment and services.
- An increase in referrals to Behavioral Health.
- An increase in community connectedness.
- An improvement in mental, emotional, and relational functioning.
- An increase of new knowledge and parenting skills.
- An increase in feeling of support and preparedness.
- An increase in informal support.
- An increase in ability to cope with stress and improvement in mental, emotional, and relational functioning.

Demographic data will also be collected for every participant.

Budget: $121,000

Estimated Cost Person: $1,008.00

FY 2024/2025 Annual Update:

Estimated Cost Per Person for the Family Resource Center: $1,008.00

The purposed budget for this program is $121,000.

The Family Resource Center will continue to serve county residents with a primary focus on children, transition-age youth, their families, and/or caregivers at a significantly higher than average risk of developing a serious mental illness, including but not limited to underserved populations, trauma-exposed, and children/youth in stressed families, or at risk of school failure or juvenile justice involvement. The center will continue providing case management, group support, educational programs and family enrichment activities.

Yosemite National Park Services Program

Prevention

Program Description:

Yosemite National Park (YNP) is geographically isolated and remote with limited access to psychoeducational programs, classes, regular community gatherings, support groups, or free and accessible learning environments. Though the stakeholder surveys an overwhelming amount of responses indicated a greater need for mental health services in Yosemite National Park. MCBHRS proposes funding a Yosemite National Park services prevention program to this unique Yosemite community.

This program aims to provide a psychoeducational class in a supportive setting with other community members. By learning in the community, participants can build connections, learn from each other, reduce isolation, and further gather to practice such skills after completing the course.

This prevention program would provide behavioral health interventions and education to increase emotional wellness and resilience and reduce the need for longer-term counseling services, hospitalizations, or significant impairments to activities of daily living for Yosemite National Park employees and their families and/or caregivers. Prevention programs (workshops, training, community building events) aim to increase emotional wellness and resiliency through evidence-based psychoeducational objectives and interventions in community or workplace settings in Yosemite. These psychoeducational programs will focus on learning and practicing specific models or skills proven to reduce negative outcomes and can be repeated and utilized at work or home. Workshops and programming will also offer the opportunity to bring a mental health professional into the field to perform face-to-face outreach and linkage to resources. Each program will have a small component of local resource education to inform park residents of options for mental health services and how best to access them.

Due to outlying districts being rural and remote, limited time off for long travel times, and many remote workers, the Psychoeducational program will be offered virtually for higher accessibility.

Yosemite has a high concentration of first responders and law enforcement personnel to serve the community and the annual 4.5 million park visitors. This population is at high risk for mental health disorders due to the high-stress nature of the job, the need for 24-hour coverage, short staffing, accidents/incidents, and repetitive exposure to vicarious trauma. Suicide rates are continuing to rise for long-term first responders nationwide. With ranger retention rates decreasing and at an all-time low for new hires, the current staff bears the extra burden of on-the-job stressors. Current retention is low- putting employees at risk for joblessness and loss of housing.

Proposed Activities:

An Emotional Wellness Series: Mindfulness, Internal Family Systems, and Positive Psychology 5-week Psycho-educational and experiential course to learn and practice evidence-based interventions from various mindfulness practices, Internal Family Systems, and habits for change based in Positive Psychology.

First Responder Training and Mental Health Office Hours: 5 First Responder Courses/Trainings will be conducted in the various districts of the park (Yosemite Valley, Wawona, Tuolumne Meadows/Mather District). This program aims to meet the first responders in their home base locations to provide services and programs. Training course objections include:

- Utilization of the Stress Continuum, and evidence-based intervention
- Increasing awareness around suicide and suicide prevention
- 5150 related questions and incidents
- Personalized self-care treatment plan
- Open office hours for mental health related outreach and education

Individuals Served:

These programs aim to serve the general Yosemite National Park employee population and the high concentration of first responders (Clinical Staff, Volunteer Search and Rescue, Fire fighters, Law Enforcement Rangers, Support Staff) in the park employed both seasonally and year-round. The estimated amount individuals served annually is 80.

Outcomes and Indicators:

Measurable data will be collected at the beginning and end of each course. This program will measure learning objectives, the increase in protective factors, and the reduction of risk factors through pre- and post-surveys.

Success would demonstrate an increase in the application of mindfulness and Internal Family Systems interventions both in and out of the classes and a greater increase in connection to self and community.

Demographic data will also be collected for every participant.

Budget: $20,000

Estimated Cost Person: $250.00

FY 2024/2025 Annual Update:

Estimated Cost Per Person for Yosemite National Park Services Program: $250.00

The purposed budget for this program is $20,000.

For the Yosemite National Park Prevention Program, the counselor will continue to focus on offering Yosemite National Park employee population and First Responders many prevention programs during peak season. The following activities will continue to be provided in the fiscal year 24/25. An Emotional Wellness Series: Mindfulness, Internal Family Systems, and Positive Psychology 5-week Psycho-educational and experiential course to learn and practice evidence-based interventions from various mindfulness practices, Internal Family Systems, and habits for change based on Positive Psychology.

First Responder Training and Mental Health Office Hours: 5 First Responder Courses/Trainings will be conducted in the various districts of the park (Yosemite Valley, Wawona, Tuolumne Meadows/Mather District). This program aims to meet the first responders in their home base locations to provide services and programs. Training course objections include:

- Utilization of the Stress Continuum and evidence-based intervention
- Increasing awareness around suicide and suicide prevention

- 5150 related questions and incidents
- Personalized self-care treatment plan
- Open office hours for mental health-related outreach and education

The estimated amount individuals served annually is 80.

Program Description:

Aramark is the concessionaire of Yosemite National Park. The Aramark employee population has gone underserved. Substance use abuse is high, and engagement in community programs is low. Though the stakeholder surveys an overwhelming amount of responses indicated a greater need for mental health services in Yosemite National Park.

MCBHRS proposes funding a prevention program for Yoga and Mindfulness Community Building programs to address reducing isolation in remote and rural areas, increasing physical activity for better physical and mental health, reducing stress, and growing community connections. Yoga and Mindfulness are evidence-based practices helpful in reducing stress, raising awareness, treating symptoms of trauma, and increasing healthy immune systems. These programs will aim to be conducted outside (weather dependent), where individuals can connect with the natural healing beauty of the outdoors. With Yosemite National Park as the home of this Mariposa County population, connecting individuals with their natural settings, themselves, and each other can have profound long-term wellness impacts.

The Yoga and Mindfulness Community Building Programs will also offer the opportunity to bring mental health professionals and paraprofessionals into the field to perform face-to-face outreach and linkage to resources. Each program will have a small component of local resource education to inform park residents of options for mental health services and how best to access them.

Whereas emotionally focused programs have had little to no attendance. Yoga engages those looking to improve their physical well-being or address positive changes in personal habits. Seeing as Yoga is used with those struggling with substance abuse, this program will engage a population that has not previously engaged in lecture series or emotional-focused as Yoga does not have the same stigma attached, yet the prevention benefits are high. The Yoga and Mindfulness Community Building Programs will be offered during the peak season (May-October) when the employee population is at its highest volume, and stress levels are known to increase.

Proposed Activities:

Two-hour Yoga and Mindfulness: 7-8 individual programs will include a component of community building and connecting with other participants. These programs will be offered in 3 different districts in the park where the highest concentration of Aramark employees live.

Half-Day Yoga and Mindfulness: will incorporate community connections, “Pair shares,” psycho-educational lecture series on various topics including Positive Psychology, Internal Family Systems, Connecting to Nature, Non-Violent communication, and movement + Breathwork practices applicable at home and work.

Individuals Served:

This program aims to serve the Aramark/Yosemite Hospitality population within the Yosemite National Park Boundary. This population is at high risk for isolation, increased risk of mental illness, substance abuse disorders, poverty, homelessness, and joblessness. The estimated number of individuals served is 150 annually. Yoga and Mindfulness programs will be open to all ages.

Outcomes and Indicators:

Measurable data will be collected at each program. These programs will measure the increase in protective factors and reduction of risk factors through pre- and post-check-ins completed by each participant.

Success would demonstrate an increase in connection (decreased isolation) with nature, themselves, and their local community or a reduction in “negative affect” or risk factors as self-identified.

Demographic data will also be collected for every participant.

Budget: $30,000

Estimated Cost Per Person: $200.00

FY 2024/2025 Annual Update:

Estimated Cost Per Person for Aramark (in YNP) Prevention Services: $250.00

The purposed budget for this program is $30,000.

The Aramark employee population will be offered the following prevention program activities: Yoga and Mindfulness & Physical Health with Community Building, Expressive Arts with Silk Painting and Community Building, and Personal Writing with Community Building. Psychoeducation/Case Management Hours will be provided to link the employee population to local behavioral health services.

The estimated number of individuals served annually is 120.

Friendly Visitor

Prevention

Program Description:

As part of this year's community planning process, stakeholders commented on the lack of services and concerns about the isolation of Mariposa County's elderly population. MCBHRS proposes to fund a Friendly Visitor Program that addresses challenges of isolated elderly adults and reduces depressive symptoms.

The Friendly Visitor Program will be managed by a program coordinator overseeing volunteer visitors and identifying program participants. Activities between participants and volunteers such as conversation, playing games, reading, and other areas of interest help improve mood, reduce isolation, and provide an overall sense of being valued.

Additionally, volunteers may help identify the client's unmet needs and assist with referrals to other community services for connection with mental health services or other needed health care or social services resources. This helps lower the risks associated with social isolation, including but not limited to depression, self-medication, anxiety, and loss of interest in life's daily activities.

Volunteers interested in becoming volunteers must complete training and pass a Live Scan background check before becoming a Friendly Visitor volunteer. Training will accommodate the different levels of care within the program. Volunteers will also be provided with an opportunity to participate in a monthly recognition dinner.

Proposed Activities:

This Prevention Program will identify the types, problems, and needs that the activities are intended to bring about regarding mental health and related functional outcomes, including reducing negative outcomes for individuals with early onset of potentially serious mental illness. Senior Engagement provides social opportunities and companionship weekly for 30-60 minutes in person and/or over the phone, intended to help elderly adults prevent or overcome physical and mental health risks associated with isolation and loneliness.

Volunteers will provide support and communication about services to elderly adults about various community-based services to improve their mental health. Services may include but are not limited to collaboration with advocacy, activities and outings, cultural and spiritual groups, transportation, and referral services. Volunteers will provide transportation to a monthly dinner for all participants for increased socialization and improved resilience. Volunteers will assist clients in regularly self-assessing their well-being using a standardized satisfaction tool.

Individuals Served:

The Friendly Visitors program will serve up to twelve elderly adults that have been identified as having a risk of a potentially serious mental illness, either based on individual risk or membership in a group or population with greater than average risk of a serious mental illness, i.e., the condition, experience, or behavior associated with greater than average risk.

Outcomes and Indicators:

Data will be collected by the program coordinator by administering standard satisfaction surveys. Success within this program will show a reduction in depressive symptoms and reduction of prolonged isolation.

Demographic data will also be collected for every participant.

Budget: $50,000

Estimated Cost Person: $4,166.00

FY 2024/2025 Annual Update:

Estimated Cost Per Person for the Friendly Visitor: $4,166.00

The purposed budget for this program is $50,000.00.

The launch of the Friendly Visitor program was delayed due to staffing changes. However, stakeholders have recognized the need for such a program to help identify unmet needs among older adults and provide referrals to necessary community services, healthcare, and social resources. This program aims to reduce the risks of social isolation, which can lead to depression, self-medication, anxiety, and loss of interest in daily activities. The Friendly Visitor program will continue its outreach activities to recruit visitors and participants and remain operational during the fiscal year 24/25.

This program will serve up to 12 elderly adults at a time.

Mental Health First Aid

Increasing Recognition of Early Signs

Program Description:

Mental Health First Aid (MHFA) is an evidence-based program MCBHRS implemented in 2014 after stakeholders identified this as a need within the community. This program engages and trains first responders to recognize and respond effectively to early signs of mental illness. MCBHRS staff that have been trained as trainers will facilitate these classes. This training aims to bring awareness of the prevalence, and negative impact mental illness can have on an individual, family, and friends. The goal is to share information and resources so that the person leaves the training with an understanding of how to connect someone to mental health resources. The training can also shed some myths about mental illness and increase a sense of compassion for those suffering from untreated mental illness.

The design and implementation of this training is intended to reduce the stigma and discrimination attached to seeking or receiving services by talking freely about mental wellness. Training is scheduled at various locations across Mariposa County to encourage more participation at a convenient location for responders. Increasing the number of participants should help facilitate access to services by training more individuals to recognize signs of mental illness. MCBHRS has two mental health assistants certified to teach MHFA that make up the training team. MCBHRS proposes that this program continue to be funded as stakeholders have expressed how important this program is to our community.

Proposed Activities:

Each training informs responders on how to access and link individuals to treatment. Trained responders may interface with unserved or underserved populations. Responders are trained to assist individuals seeking treatment and promote timely access to services. MHFA has been identified as being a helpful educational tool that respondents can use to notice the early signs of mental health problems, empower respondents to feel confident in being able to help someone experiencing a mental health problem, and reduce stigma surrounding mental illness in the community and nearby surrounding areas.

Individuals Served:

MHFA instructors plan to engage with members of the community and nearby surrounding communities to train and educate those individuals on the signs and symptoms of mental illness. Respondents of the MHFA training include, but are not limited to, first responders (law enforcement, EMS, crisis workers, ER staff, etc.), health care workers (including those with a background in mental health), school staff, community members, local businesses including owners and employees, and community youth. The estimated number of individuals served is targeted to be 120 participants.

Outcomes and Indicators:

Mental Health First Aid instructors will utilize pre- and post-surveys to gather information regarding comprehension, interest, attitudes towards mental health, knowledge and skills gained, and any needs that learners have identified for any improvements or focus topics to highlight. In addition, data will be collected for each learner's age, gender, ethnicity, and recruitment.

Course evaluations after the training will demonstrate the effectiveness of the curriculum delivered to learners. Post-tests collected will measure how the learners have increased knowledge in recognizing signs and symptoms of mental illness and confidence ratings on how to respond.

Demographic data will also be collected for every participant.

Budget:

MCBHRS estimates spending $10,000.00 on MHFA each fiscal year. This number is expected to remain the same over the next three fiscal years.

Estimated Cost Person: $83.00

**The above amounts are budget estimates based on MHSA revenue projections. The actual expenditures may be lower or higher depending on the actual MHSA revenue received in these future years.*

FY 2024/2025 Annual Update:

Estimated Cost Per Person for Mental Health First Aid: $83.00

The purposed budget for this program is $10,000.00.

The program will remain largely unchanged for the upcoming fiscal year (24/25), with training held in Yosemite National Park. The estimated number of participants served will be 120 annually.

Program Description:

Mariposa Minds Matter is made up of members of the consumers, community-based partners, and behavioral health staff. Activities throughout the year are designed to reduce stigma in our unique rural community. In 2018, the Committee renamed itself from the 'Stigma Reduction Committee' to the 'Mariposa Minds Matter Task Force.' This program is designed to welcome community members' participation in developing stigma and discrimination reduction activities. MMM is a program specifically targeted to reduce stigma and discrimination by increasing awareness through education, resources, quizzes, games, and demonstrations of sound baths and aromatherapy. This program is expected to increase acceptance, dignity, and inclusion for individuals with mental illness. The program intends to also encourage self-acceptance for those that may be struggling.

While this program will mainly consist of one-touch encounters, MMM will strive to provide access, linkage, and timely access to services as appropriate for individuals attending events. The program is designed to be fluid as far as where the outreach is directed. The objective is to reach as many individuals as possible; reaching individuals in a rural community can often be challenging. The ability to reach more individuals is enhanced by participating in events that are expected to bring folks to one area (e.g., the county fair).

Proposed Activities:

MMM is a project-based task force, participating in several events throughout the county that can range from the annual county fair to the local farmers market. The task force will have a booth at several festivals throughout the year to generate conversations about the stigma and discrimination around mental health. Conversations about stigma (personal, social, and institutional) are vital to reducing negative feelings, attitudes, beliefs, perceptions, stereotypes, and discrimination related to being diagnosed with a mental illness or receiving services for a mental illness. The booths will provide verbal and written educational materials on mental health and reducing stigma. Materials will include but are not limited to an emotion wheel, children's drawing boards, and mental health screenings. MMM also plans to provide one booth annually in a heavily trafficked area. This booth will provide information on mental illness, mental health, and stigma reduction.

MMM will also host community video events twice yearly to feature a specific mental health diagnosis. These videos will also include a lived experience speaker and handouts.

Individuals Served:

The populations that will be served include all residents of Mariposa County. Approximately 150 people are expected to be served through this program annually. This is mainly a one-touch encounter strategy.

Outcomes and Indicators:

The expected outcome is a reduction in negative feelings, attitudes, beliefs, perceptions, stereotypes, and discrimination related to being diagnosed with mental illness. The program is also expected to increase acceptance, dignity, and inclusion for individuals with mental illness and their families. It is

also expected to encourage self-acceptance for members of the committee. MMM will collect data at all community events using pre/post surveys to determine the effectiveness in changing attitudes, knowledge, and/or behavior regarding being diagnosed with mental illness, having a mental illness, and/or receiving mental health services. The MMM will use the data to drive the direction and target of future campaigns. Pre/post surveys will demonstrate if the stigma reduction interventions effective in bringing about the desired outcomes listed above.

Demographic data will also be collected for every participant.

Budget:

MCBHRS estimates spending $2,000.00 on the stigma reduction program each fiscal year. This number is expected to remain the same over the next three fiscal years.

Estimated Cost Person: $11.43

**The above amounts are budget estimates based on MHSA revenue projections. The actual expenditures may be lower or higher depending on the actual MHSA revenue received in these future years.*

FY 2024/2025 Annual Update:

Estimated Cost Per Person for Mariposa Minds Matter Task Force: $11.43

The purpose budget for this program is $2,000.00.

Mariposa Minds Matter Task Force will continue to hold booths at community events to promote awareness of and participation in mental health and wellness and stigma reduction education and activities. Participants will be provided with educational and informational material about how individuals and communities can work to reduce stigma. Then, a post-test will be given to the participants to determine the effectiveness and intent of the information provided.

MMM will continue to explore holding at least one film event open to the public on subject matter relevant to a current mental health issue to promote education, awareness, and stigma reduction.

Approximately 150 people are expected to be served through this program annually. This is mainly a one-touch encounter strategy.

Central Valley Suicide Prevention Hotline

Suicide Prevention

Program Description:

The Central Valley Suicide Prevention Hotline (CVSPH) took its first call on January 17, 2013. The Hotline operated on a limited basis, five days a week for twelve hours daily. In July 2013, CVSPH expanded operations to 24 hours per day, seven days per week, and 365 days per year. CVSPH is a program administered through CalMHSA on behalf of counties participating. It serves as the county's primary suicide prevention hotline. CVSPH operates a 24/7 suicide prevention hotline accredited by the American Association of Suicidology and will continue to answer calls through its participation in the national suicide prevention lifeline, which provides interpreters for 150 different languages. CVSPH serves a culturally diverse group of seven counties in California's Central Valley: Fresno, Tulare, Kings, Madera, Mariposa, Merced, and Stanislaus. The program is designed to help improve access to services by linking callers to the appropriate services. The accessibility of a local hotline providing callers with information and resources ensures that the program is non-stigmatizing and non-discriminatory. Through the stakeholder process, participants identified suicide prevention as the most needed program, and MCBHRS proposes to continue funding this program.

Proposed Activities:

This hotline continues to be 24/7 and 365 days per year. The Hotline is operated by staff utilizing volunteers to minimize cost and maximize efficiency. The Hotline assists individuals who are looking for resources and education regarding a loved one or friend, provides support for those in crisis, and keeps people safe who have suicidal ideation or that are in the process of killing themselves.

Individuals Served:

The program is expected to serve 50 individuals per fiscal year.

Outcomes and Indicators:

The expected outcome of this evidence-based practice is to reduce suicide through the accessibility of a local hotline providing timely access to services. The number of callers will be used to indicate a change in attitude and behavior to prevent mental illness-related suicide.

The CVSPH uses the Columbia Suicide Severity Rating scale to screen their callers with the intention of preventing suicide for Mariposa County.

Demographic data will also be collected for every participant.

Budget:

MCBHRS estimates spending $4,000.00 on the CVSPH each fiscal year. This number depends on the price charged by the vendor according to our share of the call volume but is expected to remain the same over the next three fiscal years.

Estimated Cost Person: $80.00

**The above amounts are budget estimates based on MHSA revenue projections. The actual expenditures may be lower or higher depending on the actual MHSA revenue received in these future years.*

FY 2024/2025 Annual Update:

Estimated Cost Per Person for the Central Valley Suicide Valley Hotline: $80.00

The purposed budget for this program is $4,000.00.

This program will remain the same this coming fiscal year (24/25) and will continue to assist individuals who are looking for assistance regarding suicide.

The program expects to serve 50 individuals per fiscal year.

Access and Linkage

Opt Out

Each project listed above in the PEI component facilitates and ensures access and linkage to services. The reporting requirements for this component would require more training and staff time than a tiny county can implement. As such, MCBHRS has decided to opt-out of the access and linkage component.

For FY 24/25, MCBHRS will continue to opt out of this component. The capacity to implement this program and ensure reporting requirements are met would heavily strain the already strained workforce.

What is Workforce, Education and Training?

Workforce, Education, and Training (WET) is the component of MHSA that aims to reduce the workforce shortages of qualified staff in the mental health field by supporting, building, retaining, and training. Every five years the county must conduct a workforce assessment of the education and training needs of the mental health system workforce and evaluate the identified needs.

Proposed programs within Workforce, Education and Training:

- **Regional Loan Repayment Program**
  a) MCBHRS will continue to work with our partners at HCAI, CalMHSA, and our central Regional collaborative to ensure MCBHRS continues awarding participants educational loans in exchange for paid comment.

Workforce Needs Assessment 2020:

(See full WET Assessment – Appendix)

MCBHRS conducted a WET assessment in January 2020 to determine current workforce shortages and identify hard to fill positions (See full WET assessment in appendix L). Staff were asked to complete a short survey identifying their licensure/position, their ethnicity and any language proficiencies. It should be noted that 18% of the current workforce did not respond to the information requested.

	White / Cauc.	Hispanic / Latino	African-American / Black	Asian / Pacific Islander	Native American	Multi Race / Other (Includes unknown)
Population Served	70%	11%	2%	>1%	4%	12%
MCBHRS Workforce	62%	12.3%	1.6%	1.6%	0%	4.8%

Comparability of workforce, by ethnicity, to population receiving public mental health services:

Several ethnic groups were identified as being appropriately represented by the current workforce; however, it appears more work needs to be done to recruit staff that identify as Native American, with zero percent staffing represented. MCBHRS contracts with the American Indian Council to provide mental health services to the Native American population. These contract providers were not included in the workforce data listed above. More work needs to be done to determine what other races or ethnicities are being served that fall into the Multi/Race or Other category.

Language Proficiency:

Three staff members self-identified as being proficient in Spanish, and one staff indicted they were proficient in French. Although there is not a large number of staff members proficient in other languages, the majority of consumers are proficient in English, with only the occasional need for Spanish and ASL interpreter. MCBHRS offsets this need by contracting with a certified ASL interpreter and a tele-interpreter language line. Staff are trained annually on the usage of the language line to ensure, when the need arises, staff have access to multiple languages. One area that warrants further exploration is whether Non-English-speaking communities are not seeking out the services they need because of perceived language barriers. Further exploration may be necessary to determine if the need is great enough to offer an incentive for direct service hires with ASL or Spanish language proficiency, or training for current employees in these languages.

Position designated for individuals with consumer experience:

MCBHRS has a position designed for individuals with consumer experience. This is a peer support specialist position that runs the Wellness Center. The peer support specialist position allows consumers and family members to enter the mental health profession and potentially be promoted through the Mental Health Assistant (I – III) career ladder. This position is currently filled, but historically, staff have entered into this position and then moved on to promotional opportunities.

Other, Miscellaneous:

Age Penetration Rates										
Age Group	0-15 Years	6-11 Years	12-17 Years	18-20 Years	21-24 Years	25-34 Years	35-44 Years	45-54 Years	55-64 Years	65+ Years
% Served	5%	14%	30%	13%	12%	13%	14%	15%	12%	6%

It is notable that Mariposa County's 65+ age group makes up 27% of the population, and yet the penetration rate for this group is 6%. Forty-eight percent of stakeholders identified the 60+ age range as an underserved population in the community. This could be indicative of the county's lack of Medicare providers. The older adult age group remains an underserved population for MCBHRS.

Regional Loan Repayment Program
Workforce, Education and Training

Program Description:

The Health Care and Information (HCAI) (formally OSHPD) announced a WET regional partnership grant in 2019. MCBHRS falls under the central region and as such have been participating with the region to plan and organize these programs.
MCBHRS is interested in the following programs:

- Loan Repayment Program: Provide educational loan repayment assistance to PMHS professionals that the local jurisdiction identifies as high priority in the region, giving consideration to applicants who previously received a scholarship and/or stipend. The Grantee may consider the following factors when determining award amounts: applicants who previously scholarships and/or stipends, educational attainment, the level of unmet need in the community served, and years of service in the PMHS. The Grantee also determines the amount they award and length of volunteer or paid work commitment.

Eligible Professions will apply through a centralized application through OSHPD. The following are eligible professions:

- Licensed/Associate Clinical Social Worker
- Licensed /Associate Marriage and Family Therapist
- Licensed/Associate Professional Clinical Counselor
- Licensed Psychiatrist
- Psychiatric Mental Health Nurse Practitioner
- Licensed Clinical Psychiatric Pharmacist

Graduate program stipends will be developed in collaboration with other Central Region counties as part of the Central County Regional Partnership to support WET efforts and workforce diversification. Through the Central Region Partnership, this state loan repayment program will help retain and recruit qualified staff or work to promote careers in the behavioral health field with students early in their academic careers.

Individuals Served:

Current, new or onboarding Licensed/Associate Clinicians, Licensed Psychiatrists, or Psychiatric Nurse Practitioners of MCBHRS.

Budget: $19,695

FY 2024/2025 Annual Update:

Budget: $29,965.00

MCBHRS will continue to work with our partners at HCAI, CalMHSA, and our central region collaborative to ensure we continue awarding participants educational loans in exchange for a paid work commitment. MCBHRS initially anticipated expending all of these funds by the end of fiscal year 23/24; due to the lack of participants in this program, it will estimate a remaining budget of $29,965.00 for fiscal year 24/25.

Proposed Programs within Capital Facilities and Technology Needs (CFTN):

- MCBHRS expended all these one-time funds.

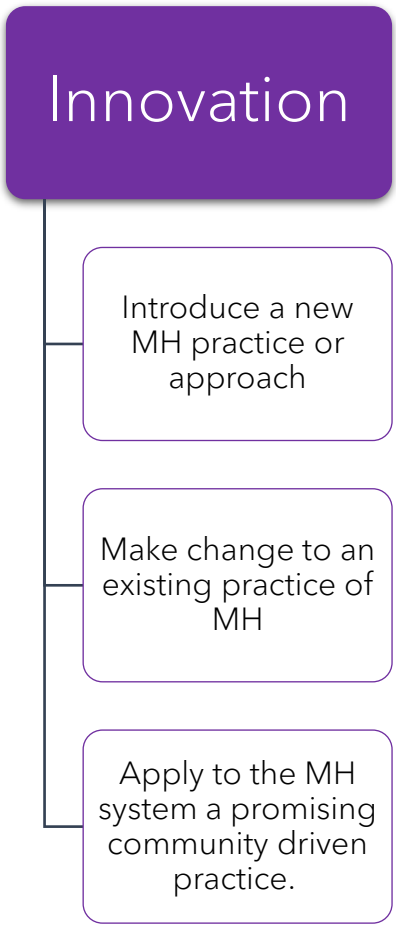
Innovation (INN) Overview

What is Innovation?

Innovation (INN) projects are designed to find new approaches to improve mental health services, delivery of services, quality of services, or improve outcomes by promoting interagency collaboration.

Innovation projects must do one of the following: Introduce a mental health practice or approach that is new to the overall mental health system, including but not limited to, prevention and early intervention; make a change to an existing practice in the field of mental health, including but not limited to, application to a different population; or apply to the mental health system a promising community-driven practice or approach that has been successful in non-mental health contexts or settings.

An innovation project may affect virtually any aspect of mental health practices or assess a new or changed application of a promising approach to solve persistent mental health challenges, including, but not limited to, administrative, governance, and organizational practices, processes, or procedures; advocacy; education and training for service providers, including nontraditional mental health practitioners; outreach, capacity building, and community development; system development; public education efforts; research; services and interventions, including prevention, early intervention, and treatment.



Proposed programs within Innovation:

- **Psychiatric Advanced Directive**
- **Virtual Reality**
  a) In Fiscal Years 23-26, MCBHRS will develop and complete this project proposal.

Innovation Community Planning Process:

MCBHRS currently has one active innovation project.

MCBHRS utilizes the annual stakeholder process to include the innovation projects and will utilize this format for any new proposals. The proposal will then be posted for a 30-day public review and approved by the local mental health board. Once approved, MCBHRS will take the proposal to the Mariposa County Board of Supervisors for approval.

Program Description:

The psychiatric Advance Directives (PADs) project is a multi-county collaborative project supported by the MHSOAC focusing on developing advanced directives to improve the response to individuals who may experience a mental health crisis. The idea behind PADs is like the healthcare advance directive, which allows individuals to identify their care and treatment before a life-changing event can occur. PADs are a form of Supportive Decision-Making (SDM), a decision-making methodology where people work with friends, family members, and professionals who help them understand the situations and choices they face so they may make their own decisions regarding their treatment.

Developing a PAD, with support from, among others, county mental health professionals, can help people clarify their preferences for treatment so that they will receive appropriate support and care, especially during mental health crises. When implemented skillfully, a PAD is a powerful tool to increase a person's quality of care within mental health and justice-involved settings.

The primary purpose of the PADs project is to improve the quality of mental health services, including measured outcomes. Using PADs, clients will gain autonomy in their mental health care decision-making. This project will provide the groundwork for community collaboration, creating a PADs Teams, a standardized PADs County "tool-kit," and evaluate the process and success in engaging clients and nonengaged consumers. This project changes how mental health treatment is implemented by allowing the consumer a voice and choice before a crisis occurs so that during a crisis, that individual has laid out what works, what doesn't work, what makes things worse, and what makes things better. This methodology could allow for more effective use of and leveraging of resources.

Proposed Activities:

This project is proposed to do the following:

1. Engage the community, consumers, peers, families, consumer advocacy groups, law enforcement, and the judicial system.

2. Develop community-wide standardized training for understanding, accessing, recognizing, and implementing PADs within the community.

3. Create a standardized PAD template.

4. Training for trainers.

5. Draft and advocate for legislation enabling PAD use, accessibility, adherence, and sustainability.

6. Create a statewide PADs technology platform.

7. Evaluate the impact of PADs with the process and impact data and outcomes.

If PADs are found to be successful in positively affecting consumer outcomes, this project will contribute to learning locally, statewide, and even nationwide. MCBHRS will continue to develop this project and will work to identify and describe the priority population to utilize PADs. Initially, the project could target just the homeless, aging, and hospitalized populations. The PADs project will be designed and implemented in a way that is consistent with all relevant MHSA standards.

Community Planning Process - PADS:

Community Program Planning for PADS – The local Behavioral Health Board (BHB) was invited to attend two informative listening lessons on April 20, 2021, and May 12, 2021, on supportive decision-making and psychiatric advanced directives. An informative PowerPoint was formally presented to the BHB on PADs. Additionally, MCBHRS hosted a stakeholder meeting on 05/12/2021, where information on the psychiatric advance directives was provided to the participants and an opportunity to provide feedback or ask questions. MCBHRS then posted a survey on our Facebook page to gather more information from stakeholders on using psychiatric advance directives and participating in the multicounty collaborative project.

The following results were found:

- 100% of participants think there is a need to increase the quality of mental health services provided in Mariposa County.
- 91% of respondents indicated that they, a loved one, or someone they know would be interested in creating a PAD.
- 83% believed integrating PADs would enhance their overall mental health treatment.
- 92% of respondents believed that allowing individuals to identify their treatment upfront before a crisis occurs will improve client outcomes.

Information on this program was presented at July 16, 2021, a public hearing, where stakeholders were given another opportunity to provide input and feedback on psychiatric advance directives. This project was approved by the MHSOAC on 06/24/2021. Stakeholders will be involved at every stage of this project, from project design, implementation, and training, and even what information should be collected on a PAD. Once this project reaches the evaluation stage, all information will be presented to stakeholders, where they will be asked about the project's future and if they feel it was successful, and if those aspects of the project should continue.

Individuals Served:

MCBHRS will be serving the population that has the highest risk of homelessness, hospitalizations, and involvement with the criminal justice system.

Outcomes and Indicators:

To improve positive outcomes for consumers at risk of involuntary care, homelessness, unnecessary hospitalizations, and involvement with criminal justice. Evaluation of the impact of PADS with the process and impact data and outcomes by using surveys, holding focus groups, evaluating county-specific priority populations, evaluating the effect on access to quality of mental health services and supports, and evaluating the impact on consumers of the quality of life.

Budget:

The PADs innovation program will cost anywhere from $116,173 to $119,851 annually.

FY 2024/2025 Annual Update:

Budget: $125,320.00

MCBHRS will continue to participate in the multi-county collaborative on the PADs project. MCBHRS estimates that $125,320.00 will be expended in the 24/25 fiscal year.

Virtual Reality (VR) –

VR has been used as a tool in therapy and has proven effective in treating anxiety disorders. The idea behind incorporating VR into mental health treatment is to increase engagement and quality of services individuals receive. The use of VR could increase the ability of the treating provider to understand a problem and intervene in real time. This process also allows for a more controlled environment, for example, if a client experiences social anxiety, VR could simulate a social setting allowing the provider to walk the client, in real time, through coping skills without actually having the client in a social setting.

MCBHRS would propose incorporating VR in mental health services with children. The goal is to use this tool to provide psychoeducation, mindfulness, and simulate other environments and experiences that children struggle with.

MCBHRS will continue the stakeholder process for this project, and will request technical assistance, and eventually approval from the MHSOAC before this project is implemented.

Currently there is no budget allocated for this program as MCBHRS will continue the planning stage of this project.

FY 2024/2025 Annual Update:

A budget has yet to be allocated for this program. With Prop 1 passing, MCBHRS will continue to review the budget to evaluate the planning stages of this project and determine whether we can move forward.

FY 2023-24 Through FY 2025-26 Three-Year Mental Health Services Act Expenditure Plan
Funding Summary

County: Mariposa Date: 3/31/23

	Fiscal Year 2023/24					
	A	B	C	D	E	F
	Community Services and Supports	Prevention and Early Intervention	Innovation	Workforce Education and Training	Capital Facilities and Technological Needs	Prudent Reserve
A. Estimated FY 2023/24 Funding						
1. Estimated Unspent Funds from Prior Fiscal Years	0	0	0	0	0	
2. Estimated New FY2023/24 Funding	1,849,848	462,452	116,173			
3. Transfer in FY2023/24a/	0					
4. Access Local Prudent Reserve in FY2023/24	0	0				0
5. Estimated Available Funding for FY2023/24	1,849,848	462,452	116,173	19,695	0	
B. Estimated FY2023/24 MHSA Expenditures	1,849,848	462,452	116,173	19,695	0	
C. Estimated FY2024/25 Funding						
1. Estimated Unspent Funds from Prior Fiscal Years	0	0	0	0	0	
2. Estimated New FY2024/25 Funding	1,775,512	443,859	119,851			
3. Transfer in FY2024/25a/	0					
4. Access Local Prudent Reserve in FY2024/25	0	0				0
5. Estimated Available Funding for FY2024/25	1,775,512	443,859	119,851	0	0	
D. Estimated FY2024/25 Expenditures	1,775,512	443,859	119,851	0	0	
E. Estimated FY2025/26 Funding						
1. Estimated Unspent Funds from Prior Fiscal Years	0	0	0	0	0	
2. Estimated New FY2025/26 Funding	1,751,761	437,921	0			
3. Transfer in FY2025/26a/	0					
4. Access Local Prudent Reserve in FY2025/26	0	0				0
5. Estimated Available Funding for FY2025/26	1,751,761	437,921	0	0	0	
F. Estimated FY2025/26 Expenditures	1,751,761	437,921	0	0	0	
G. Estimated FY2025/26 Unspent Fund Balance	0	0	0	0	0	

H. Estimated Local Prudent Reserve Balance	
1. Estimated Local Prudent Reserve Balance on June 30, 2014	0
2. Contributions to the Local Prudent Reserve in FY 2023/24	0
3. Distributions from the Local Prudent Reserve in FY 2023/24	0
4. Estimated Local Prudent Reserve Balance on June 30, 2015	0
5. Contributions to the Local Prudent Reserve in FY 2024/25	0
6. Distributions from the Local Prudent Reserve in FY 2024/25	0
7. Estimated Local Prudent Reserve Balance on June 30, 2016	0
8. Contributions to the Local Prudent Reserve in FY 2025/26	0
9. Distributions from the Local Prudent Reserve in FY 2025/26	0
10. Estimated Local Prudent Reserve Balance on June 30, 2017	0

a/ Pursuant to Welfare and Institutions Code Section 5892(b), Counties may use a portion of their CSS funds for WET, CFTN, and the Local Prudent Reserve. The total amount of CSS funding used for this purpose shall not exceed 20% of the total average amount of funds allocated to that County for the previous five years.

FY 2023-24 Through FY 2025-26 Three-Year Mental Health Services Act Expenditure Plan
Community Services and Supports (CSS) Component Worksheet

County: Mariposa Date: 3/31/23

	Fiscal Year 2023/24					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CSS Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
FSP Programs						
1. Children	706,017	508,569	197,448			
2. Adult	1,020,262	722,808	297,454			
Non-FSP Programs						
1. Wellness Center - GSD	10,000	10,000				
2. Peer Support - Wellness Center - GSD	42,088	42,088				
CSS Administration	787,537	566,383	221,154			
CSS MHSA Housing Program Assigned Funds	0					
Total CSS Program Estimated Expenditures	2,565,904	1,849,848	716,056	0	0	0
FSP Programs as Percent of Total	93.3%					

	Fiscal Year 2024/25					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CSS Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
FSP Programs						
1. Children	667,024	469,576	197,448			
2. Adult	959,059	661,605	297,454			
Non-FSP Programs						
1. Wellness Center - GSD	10,000	10,000				
2. Peer Support - Wellness Center - GSD	43,877	43,877				
CSS Administration	821,007	590,454	230,553			
CSS MHSA Housing Program Assigned Funds	0					
Total CSS Program Estimated Expenditures	2,500,967	1,775,512	725,455	0	0	0
FSP Programs as Percent of Total	91.6%					

	Fiscal Year 2025/26					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CSS Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
FSP Programs						
1. Children	637,304	439,855	197,448			
2. Adult	911,909	614,455	297,454			
Non-FSP Programs						
1. Wellness Center - GSD	10,000	10,000				
2. Peer Support - Wellness Center - GSD	45,742	45,742				
CSS Administration	892,276	641,709	250,566			
CSS MHSA Housing Program Assigned Funds	0					
Total CSS Program Estimated Expenditures	2,497,230	1,751,761	745,469	0	0	0
FSP Programs as Percent of Total	88.4%					

FY 2023-24 Through FY 2025-26 Three-Year Mental Health Services Act Expenditure Plan
Innovations (INN) Component Worksheet

County: Mariposa Date: 3/31/23

	Fiscal Year 2023/24					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated INN Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
INN Programs						
1. INN#1 Psychiatric Advanced Directives - Multi County Collaborative	101,301	101,301	0	0	0	0
2.	0					
INN Administration	14,873	14,873				
Total INN Program Estimated Expenditures	116,173	116,173	0	0	0	0

	Fiscal Year 2024/25					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated INN Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
INN Programs						
1. INN#1 Psychiatric Advanced Directives - Multi County Collaborative	104,234	104,234	0	0	0	0
2.	0					
INN Administration	15,616	15,616				
Total INN Program Estimated Expenditures	119,851	119,851	0	0	0	0

	Fiscal Year 2025/26					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated INN Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
INN Programs						
1. Psychiatric Advanced Directives - Multi County Collaborative	0	0	0	0	0	0
2.	0					
INN Administration	0					
Total INN Program Estimated Expenditures	0	0	0	0	0	0

FY 2023-24 Through FY 2025-26 Three-Year Mental Health Services Act Expenditure Plan
Workforce, Education and Training (WET) Component Worksheet

County: Mariposa Date: 3/31/23

	Fiscal Year 2023/24					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated WET Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
WET Programs						
1. Workforce Staffing Support	0	0				
2. Training and Technical Assistance	0	0				
3. Mental Health Career Pathways Prog	0	0				
4. Residency and Internship Programs	0	0				
5. Financial Incentive Programs	0	0				
6. ***WET Regional Workforce Partner	19,695	19,695				
7.	0					
WET Administration	0	0				
Total WET Program Estimated Expenditures	19,695	19,695	0	0	0	0

	Fiscal Year 2024/25					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated WET Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
WET Programs						
1. Workforce Staffing Support	0					
2. Training and Technical Assistance	0					
3. Mental Health Career Pathways Prog	0					
4. Residency and Internship Programs	0	0				
5. Financial Incentive Programs	0					
6. WET - Central Regional Partnership	0	0				
7.	0					
WET Administration	0				0	
Total WET Program Estimated Expenditures	0	0	0	0	0	0

	Fiscal Year 2025/26					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated WET Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
WET Programs						
1. Workforce Staffing Support	0					
2. Training and Technical Assistance	0					
3. Mental Health Career Pathways Prog	0					
4. Residency and Internship Programs	0					
5. Financial Incentive Programs	0					
6. WET - Central Regional Partnership	0	0			0	
7.	0					
WET Administration	0					
Total WET Program Estimated Expenditures	0	0	0	0	0	0

FY 2017-18 Through FY 2019-20 Three-Year Mental Health Services Act Expenditure Plan
Capital Facilities/Technological Needs (CFTN) Component Worksheet

County: Mariposa Date: 3/31/23

Fiscal Year 2017/18

	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CFTN Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
CFTN Programs - Capital Facilities Projects						
1. Family Services Center	0	0	0	0	0	0
2. MHIT	0	0	0	0	0	0
CFTN Programs - Technological Needs Projects						
11.	0					
CFTN Administration	0					
Total CFTN Program Estimated Expenditures	0	0	0	0	0	0

Fiscal Year 2018/19

	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CFTN Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
CFTN Programs - Capital Facilities Projects						
1. Family Services Center	0	0	0	0	0	0
2. MHIT	0	0	0	0	0	0
CFTN Programs - Technological Needs Projects						
11.	0					
CFTN Administration	0					
Total CFTN Program Estimated Expenditures	0	0	0	0	0	0

Fiscal Year 2019/20

	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CFTN Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
CFTN Programs - Capital Facilities Projects						
1. Family Services Center	0	0	0	0	0	0
2. MHIT	0	0	0	0	0	0
CFTN Programs - Technological Needs Projects						
11.	0					
CFTN Administration	0					
Total CFTN Program Estimated Expenditures	0	0	0	0	0	0

Annual Update 2024/2025 – Expenditure Plan

FY 2023-24 Through FY 2025-26 Three-Year Mental Health Services Act Expenditure Plan

Funding Summary

County: Mariposa — Date: 4/17/24

	Fiscal Year 2023/24, Fiscal Year 2024/25, and Fiscal Year 2025/26					
	A	B	C	D	E	F
	Community Services and Supports	Prevention and Early Intervention	Innovation	Workforce Education and Training	Capital Facilities and Technolog	Prudent Reserve
A. Estimated FY 2023/24 Funding						
1. Estimated Unspent Funds from Prior Fiscal Years	0	0	0	0	0	
2. Estimated New FY2023/24 Funding	1,849,848	462,452	116,173			
3. Transfer in FY2023/24a/	0					
4. Access Local Prudent Reserve in FY2023/24	0	0				0
5. Estimated Available Funding for FY2023/24	1,849,848	462,452	116,173	19,695	0	
B. Estimated FY2023/24 MHSA Expenditures	1,849,848	462,452	116,173	19,695	0	
C. Estimated FY2024/25 Funding						
1. Estimated Unspent Funds from Prior Fiscal Years	0	0	0	29,965	0	
2. Estimated New FY2024/25 Funding	1,156,793	385,716	125,320			
3. Transfer in FY2024/25a/	0					
4. Access Local Prudent Reserve in FY2024/25	0	0				0
5. Estimated Available Funding for FY2024/25	1,156,793	385,716	125,320	29,965	0	
D. Estimated FY2024/25 Expenditures	1,156,793	385,716	125,320	29,965	0	
E. Estimated FY2025/26 Funding						
1. Estimated Unspent Funds from Prior Fiscal Years	0	0	0	0	0	
2. Estimated New FY2025/26 Funding	810,049	396,371	0			
3. Transfer in FY2025/26a/	0					
4. Access Local Prudent Reserve in FY2025/26	0	0				0
5. Estimated Available Funding for FY2025/26	810,049	396,371	0	0	0	
F. Estimated FY2025/26 Expenditures	810,049	396,371	0	0	0	
G. Estimated FY2025/26 Unspent Fund Balance	0	0	0	0	0	

H. Estimated Local Prudent Reserve Balance	
1. Estimated Local Prudent Reserve Balance on June 30, 2014	0
2. Contributions to the Local Prudent Reserve in FY 2023/24	0
3. Distributions from the Local Prudent Reserve in FY 2023/24	0
4. Estimated Local Prudent Reserve Balance on June 30, 2015	0
5. Contributions to the Local Prudent Reserve in FY 2024/25	0
6. Distributions from the Local Prudent Reserve in FY 2024/25	0
7. Estimated Local Prudent Reserve Balance on June 30, 2016	0
8. Contributions to the Local Prudent Reserve in FY 2025/26	0
9. Distributions from the Local Prudent Reserve in FY 2025/26	0
10. Estimated Local Prudent Reserve Balance on June 30, 2017	0

a/ Pursuant to Welfare and Institutions Code Section 5892(b), Counties may use a portion of their CSS funds for WET, CFTN, and the Local Prudent Reserve. The total amount of CSS funding used for this purpose shall not exceed 20% of the total average amount of funds allocated to that County for the previous five years.

Community Services and Supports (CSS):

FY 2023-24 Through FY 2025-26 Three-Year Mental Health Services Act Expenditure Plan

Community Services and Supports (CSS) Component Worksheet

County: Mariposa Date: 4/17/24

	Fiscal Year 2023/24					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CSS Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
FSP Programs						
1. Children	706,017	508,569	197,448			
2. Adult	1,020,262	722,808	297,454			
Non-FSP Programs						
1. Wellness Center - GSD	10,000	10,000				
2. Peer Support - Wellness Center - GSD	42,088	42,088				
CSS Administration	787,537	566,383	221,154			
CSS MHSA Housing Program Assigned Funds	0					
Total CSS Program Estimated Expenditures	2,565,904	1,849,848	716,056	0	0	0
FSP Programs as Percent of Total	93.3%					

	Fiscal Year 2024/25					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CSS Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
FSP Programs						
1. Children	499,517	382,480	117,038			
2. Adult	537,024	493,227	43,797			
Non-FSP Programs						
1. Wellness Center - GSD	10,000	10,000				
2. Peer Support - Wellness Center - GSD	43,877	43,877				
CSS Administration	441,839	227,209	214,630			
CSS MHSA Housing Program Assigned Funds	0					
Total CSS Program Estimated Expenditures	1,532,258	1,156,793	375,465	0	0	0
FSP Programs as Percent of Total	89.6%					

	Fiscal Year 2025/26					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CSS Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
FSP Programs						
1. Children	342,295	225,257	117,038			
2. Adult	334,278	290,480	43,797			
Non-FSP Programs						
1. Wellness Center - GSD	10,000	10,000				
2. Peer Support - Wellness Center - GSD	45,742	45,742				
CSS Administration	463,931	238,570	225,361			
CSS MHSA Housing Program Assigned Funds	0					
Total CSS Program Estimated Expenditures	1,196,245	810,049	386,196	0	0	0
FSP Programs as Percent of Total	83.5%					

Prevention and Early Intervention (PEI):

FY 2023-24 Through FY 2025-26 Three-Year Mental Health Services Act Expenditure Plan
Prevention and Early Intervention (PEI) Component Worksheet

County: Mariposa Date: 4/17/24

		Fiscal Year 2023/24					
		A	B	C	D	E	F
		Estimated Total Mental Health Expenditures	Estimated PEI Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
PEI Programs - Prevention	**Mariposa Program**						
	1. Existing operating expenses	202,116	202,116	0	0	0	0
Prevention	2. Friendly Visitor	50,000	50,000	0	0	0	0
Prevention	3. Aramark	30,000	30,000	0	0	0	0
Prevention	4. NPS	20,000	20,000	0	0	0	0
Early Intervention	5. Family Resource Center	121,000	121,000	0	0	0	0
Stigma Reduction	6. MMM	2,000	2,000	0	0	0	0
Suicide Prevention	7. CVSPH	4,000	4,000				
Outreach for Increasing Recognition	8. MHFA	10,000	10,000				
Access and Linkage (Optional)		0	0				
	10.	0					
PEI Programs - Early Intervention							
	11.	0					
	12.	0					
PEI Administration		23,336	23,336				
PEI Assigned Funds		0					
Total PEI Program Estimated Expenditures		462,452	462,452	0	0	0	0

		Fiscal Year 2024/25					
		A	B	C	D	E	F
		Estimated Total Mental Health Expenditures	Estimated PEI Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
PEI Programs - Prevention	**Mariposa Program**						
	1. Existing operating expenses	106,545	106,545	0	0	0	0
Prevention	2. Friendly Visitor	50,000	50,000	0	0	0	0
Prevention	3. Aramark	30,000	30,000	0	0	0	0
Prevention	4. NPS	20,000	20,000	0	0	0	0
Early Intervention	5. Family Resource Center	121,000	121,000	0	0	0	0
Stigma Reduction	6. MMM	2,000	2,000	0	0	0	0
Suicide Prevention	7. CVSPH	4,000	4,000	0	0	0	0
Outreach for Increasing Recognition	8. MHFA	10,000	10,000				
Access and Linkage (Optional)		0	0				
	10.	0					
PEI Programs - Early Intervention							
	11.	0					
	12.	0					
PEI Administration		42,171	42,171				
PEI Assigned Funds		0					
Total PEI Program Estimated Expenditures		385,716	385,716	0	0	0	0

		Fiscal Year 2025/26					
		A	B	C	D	E	F
		Estimated Total Mental Health Expenditures	Estimated PEI Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
PEI Programs - Prevention	**Mariposa Program**						
	1. Existing operating expenses	117,200	117,200	0	0	0	0
Prevention	2. Friendly Visitor	50,000	50,000	0	0	0	0
Prevention	3. Aramark	30,000	30,000	0	0	0	0
Prevention	4. NPS	20,000	20,000	0	0	0	0
Early Intervention	5. Family Resource Center	121,000	121,000	0	0	0	0
Stigma Reduction	6. MMM	2,000	2,000	0	0	0	0
Suicide Prevention	7. CVSPH	4,000	4,000				
Outreach for Increasing Recognition	8. MHFA	10,000	10,000				
Access and Linkage (Optional)		0	0				
	10.	0					
PEI Programs - Early Intervention							
	11.	0					
	12.	0					
	13.	0					
PEI Administration		42,171	42,171				
PEI Assigned Funds		0					
Total PEI Program Estimated Expenditures		396,371	396,371	0	0	0	0

Innovation (INN):

FY 2023-24 Through FY 2025-26 Three-Year Mental Health Services Act Expenditure Plan

Innovations (INN) Component Worksheet

County: Mariposa Date: 4/17/24

	A	B	C	D	E	F
Fiscal Year 2023/24	Estimated Total Mental Health Expenditures	Estimated INN Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
INN Programs						
1. INN#1 Psychiatric Advanced Directives - Multi County Collaborative	101,301	101,301	0	0	0	0
2.	0					
INN Administration	14,873	14,873				
Total INN Program Estimated Expenditures	116,173	116,173	0	0	0	0

	A	B	C	D	E	F
Fiscal Year 2024/25	Estimated Total Mental Health Expenditures	Estimated INN Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
INN Programs						
1. INN#1 Psychiatric Advanced Directives - Multi County Collaborative	104,234	104,234	0	0	0	0
2.	0					
INN Administration	21,086	21,086				
Total INN Program Estimated Expenditures	125,320	125,320	0	0	0	0

	A	B	C	D	E	F
Fiscal Year 2025/26	Estimated Total Mental Health Expenditures	Estimated INN Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
INN Programs						
1. Psychiatric Advanced Directives - Multi County Collaborative	0	0	0	0	0	0
2.	0					
INN Administration	0					
Total INN Program Estimated Expenditures	0	0	0	0	0	0

Workforce, Education and Training (WET):

FY 2023-24 Through FY 2025-26 Three-Year Mental Health Services Act Expenditure Plan
Workforce, Education and Training (WET) Component Worksheet

County: Mariposa — Date: 4/17/24

Fiscal Year 2023/24

	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated WET Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
WET Programs						
1. Workforce Staffing Support	0	0				
2. Training and Technical Assistance	0	0				
3. Mental Health Career Pathways Programs	0	0				
4. Residency and Internship Programs	0	0				
5. Financial Incentive Programs	0	0				
6. ***Wet Regional Workforce Partnership	19,695	19,695				
WET Administration	0	0				
Total WET Program Estimated Expenditures	19,695	19,695	0	0	0	0

Fiscal Year 2024/25

	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated WET Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
WET Programs						
1. Workforce Staffing Support	0					
2. Training and Technical Assistance	0					
3. Mental Health Career Pathways Programs	0					
4. Residency and Internship Programs	0	0				
5. Financial Incentive Programs	0					
6. WET - Central Regional Partnership	29,965	29,965				
WET Administration	0				0	
Total WET Program Estimated Expenditures	29,965	29,965	0	0	0	0

Fiscal Year 2025/26

	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated WET Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
WET Programs						
1. Workforce Staffing Support	0					
2. Training and Technical Assistance	0					
3. Mental Health Career Pathways Programs	0					
4. Residency and Internship Programs	0					
5. Financial Incentive Programs	0					
6. WET - Central Regional Partnership	0	0			0	
WET Administration	0					
Total WET Program Estimated Expenditures	0	0	0	0	0	0

Capital Facilities/Technological Needs (CFTN):

FY 2023-24 Through FY 2025-26 Three-Year Mental Health Services Act Expenditure Plan
Capital Facilities/Technological Needs (CFTN) Component Worksheet

County: Mariposa Date: 4/17/24

	Fiscal Year 2023/24					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CFTN Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
CFTN Programs - Capital Facilities Projects						
1. Family Services Center	0	0	0	0	0	0
2. MHIT	0	0	0	0	0	0
3.	0					
4.	0					
5.	0					
6.	0					
7.	0					
8.	0					
9.	0					
10.	0					
CFTN Programs - Technological Needs Projects						
11.	0					
12.	0					
13.	0					
CFTN Administration	0					
Total CFTN Program Estimated Expenditures	0	0	0	0	0	0

	Fiscal Year 2024/25					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CFTN Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
CFTN Programs - Capital Facilities Projects						
1. Family Services Center	0	0	0	0	0	0
2. MHIT	0	0	0	0	0	0
3.	0					
4.	0					
5.	0					
6.	0					
7.	0					
8.	0					
9.	0					
10.	0					
CFTN Programs - Technological Needs Projects						
11.	0					
12.	0					
13.	0					
CFTN Administration	0					
Total CFTN Program Estimated Expenditures	0	0	0	0	0	0

	Fiscal Year 2025/26					
	A	B	C	D	E	F
	Estimated Total Mental Health Expenditures	Estimated CFTN Funding	Estimated Medi-Cal FFP	Estimated 1991 Realignment	Estimated Behavioral Health Subaccount	Estimated Other Funding
CFTN Programs - Capital Facilities Projects						
1. Family Services Center	0	0	0	0	0	0
2. MHIT	0	0	0	0	0	0
3.	0					
4.	0					
5.	0					
6.	0					
7.	0					
8.	0					
9.	0					
10.	0					
CFTN Programs - Technological Needs Projects						
11.	0					
12.	0					
13.	0					
CFTN Administration	0					
Total CFTN Program Estimated Expenditures	0	0	0	0	0	0

Mariposa County Health and Human Services and Prevention and Early Intervention Report (2022-2023)

Annual PEI Report 2022-2023 Overview

Overview: Prevention and Early Intervention (PEI) programs are partially intended to prevent a serious mental illness by promoting strategies that reduce risk factors and prevent mental illness from becoming severe and disabling. PEI programs are also designed to improve timely access to services and to provide a better understanding of recognizing early signs of mental illness. PEI is made up of six categories: Early Intervention, Prevention, Outreach for Increasing Recognition of Early Signs of Mental Illness, Access and Linkage to Treatment, Stigma and Discrimination Reduction, and lastly Suicide Prevention.

Executive Summary: Mariposa County's Behavioral Health and Recovery Services (MCBHRS) Prevention and Early Intervention (PEI) Annual Program Evaluation presents summaries and analysis of the six PEI projects active during the fiscal year (2022-2023).

PEI is designed to engage individuals and prevent mental illnesses from becoming severe and disabling while increase access to services for underserved populations. The goal is to reduce adverse outcomes that may be a result of an untreated mental illness. The following six programs were constructed with stakeholder participation to address the aforementioned. Each program is designed to be non-stigmatizing and nondiscriminatory.

1. School Services:

   This school-based early intervention program was implemented in collaboration with a contract provider. This program consisted of an after-school peer mentoring program and client-centered therapy. These programs utilized evidence-based practices such as cognitive behavioral therapy, dialectical behavioral therapy, mindfulness-based stress reduction, and non-violent communication. These evidence-based practices reduced negative outcomes and provided timely access to services and access and linkage to treatment.

2. Yosemite National Park Prevention Program:

   This prevention program was designed and implemented in 2018 when stakeholders, the National Park Services (NPS), and the Hospitality industry reached out for assistance with mental health services in Yosemite National Park. A mental health clinician was funded to provide prevention services and interventions to address and promote recovery within the Yosemite National Park Community. Services and Interventions were designed to reduce risk factors for developing a potentially serious mental illness and to build protective factors.

3. Mental Health First Aid:

   This evidence-based program provided outreach for increasing recognition of early signs of mental illness and embodies the ideals set forth within PEI. This program engaged and trained first responders to recognize and respond effectively to early signs of mental illness. The trainings were held in locations convenient for community members, community partners, consumers, and family members. This program focused on bringing about recovery, wellness, and resilience.

4. Mariposa Minds Matter Task Force:

   This Stigma Reduction Task Force is an integral part of the Behavioral Health Board. The Task Force is made up of members, consumers, community-based partners, and staff. Activities are held throughout the year and designed to reduce stigma in our unique rural community. This component was designed to welcome community member's participation in the development of stigma and discrimination reducing activities.

5. Central Valley Suicide Prevention Hotline:

   In collaboration with the Central Valley Suicide Prevention Hotline, trainings were provided to MCBHRS staff and community members. CVSPH serves as a means of suicide prevention for the community. The hotline assists individuals who are looking for resources and education regarding a loved one or friend and provides support for those in crisis. Stigma and discrimination were reduced by the anonymity of each phone call. This evidence-based practice reduced suicide by the accessibility of a local hotline, providing timely access to services, and access and linkages to treatment.

6. School Suicide Prevention Program:

   This School-Based Suicide Prevention Program was created to educate school-age children on the warning signs and symptoms of suicide, provide crisis interventions when needed, and offer resources. The curriculum was designed to build confidence and create a safe environment for students, with the aim of building hope by educating them on suicide awareness, warning signs, and myths surrounding mental health and providing prevention resources.

Results and analysis of all PEI programs include the perspective of diverse people with lived experience through our local Behavioral Health Board.

Unserved and underserved populations were identified through internal and external needs assessments within our county. Outcomes and indicators for each program were developed with stakeholder input, and on what would be the desired outcomes for those unserved and underserved populations. See appendixes for reporting forms and selected indicators for each program.

Program: School Services

Component: Early Intervention

Program Description: This school-based program provided an array of services for students in grades 6-12th who were identified as being at-risk. MCBHRS collaborated with a contract provider to implement the program, which consisted of Student Check-ins for one-on-one client centered therapy on campus, in their home, or at the office, and Horse Therapy. These early-intervention services utilized evidence-based practices such as cognitive behavioral therapy, dialectical behavioral therapy, mindfulness-based stress reduction, and non-violent communication.

The following early intervention services brought mental wellness and reduced prolonged suffering from depression and anxiety.

Horse Therapy:

Horse therapy was used as a medium for health and healing. The program was geared towards cultivating increased awareness and using the powerful horse/human connection to help students process and release the challenges they've been harboring and learn to cope positively.

This program included mindfulness-based stress reduction while working with horses. Students learned to connect to their breath and use it to indicate what is going on mentally and emotionally. Students learned that changing their breathing patterns can improve their mental and emotional status. Students also learned to do this with a horse. They were also able to do this in other areas of their lives. Understanding this vital skill can help improve current mental health issues and prevent future symptoms from emerging.

Student Check-Ins:

In addition to horse therapy, as listed above, this program consisted of student check-ins for at-risk youth. These at-risk youth were invited to participate in one-on-one client-centered therapy sessions with a mental health professional with a master's degree either on campus, at home, or in the office. These services were aimed to improve emotional and behavioral challenges reported by school administrators.

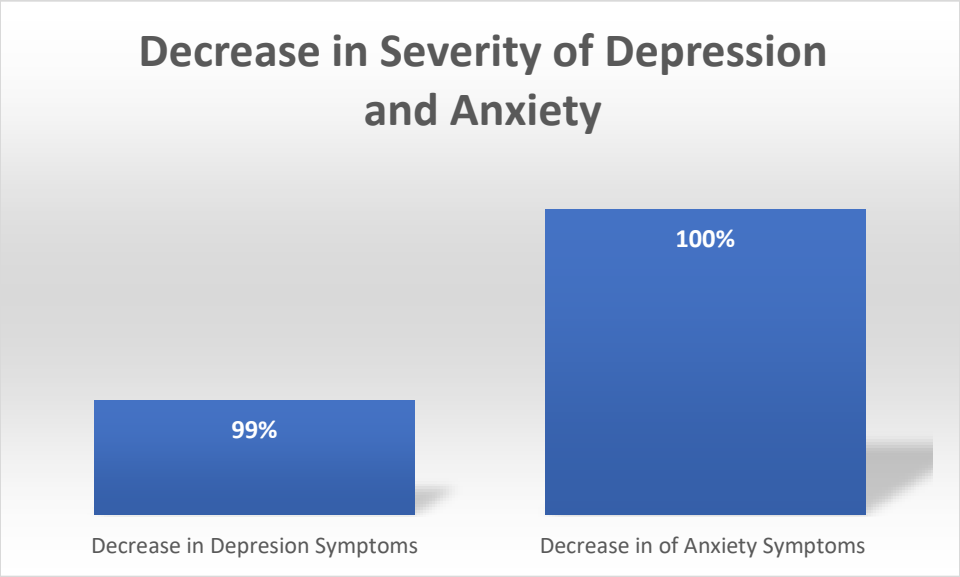
Method of Collection: Sign in sheets, pre-and post-surveys for groups and data from electronic health record were collected.

Data Collection Period: Reports were submitted monthly.

Expected Outcomes: The expected outcome of this program is to reduce the frequency and intensity of depression and anxiety symptoms and, reduce emotional and behavioral issues, increase awareness, and help students cope positively with these challenges.

Individuals Served: 299

Outcomes: On average, 99% of participants indicated a decrease in depression symptoms, as indicated by the PHQ2. And 100% of participants indicated a decrease in anxiety symptoms as indicated by the GAD-2 scores.



Results and Analysis: Overall, this early intervention program reduced the frequency and intensity of depression and anxiety symptoms. Reduced emotional and behavioral issues, increased awareness, and helped students cope positively with these challenges.

Yosemite National Park Prevention Program

Program: Yosemite National Park Prevention

Component: Prevention

Program Description: Yosemite National Park (YNP) is located within the boundaries of Mariposa County. In 2021, the National Park Service (NPS) employed 741 people during the summer and 451 during the winter. Yosemite Hospitality also employed 750 workers during the summer and 700 during the winter. In general, there are a large number of employees, both seasonal and year-round. In 2022, Yosemite National Park welcomed 3,670,000 visitors to Yosemite. However, this figure was lower than the visitation rates experienced before the COVID-19 pandemic when over four million visitors passed through Yosemite's gates between 2015 and 2019.

YNP is geographically isolated and remote and has few resources in the way of mental health services. This large population remains underserved. Yosemite National Park is an hour and a half from the township of Mariposa, where most mental health services are available. This creates burdensome access to the mental health system. Providing services and activities within the boundaries of YNP greatly enhances access and availability to services that reduces adverse outcomes resulting from untreated mental illness.

MCBHRS provided a clinician onsite to address and promote recovery within Yosemite's unique community. Interventions and services included crisis response, first responder stress management and emotional wellness check-ins, and groups.

This community-based prevention program provided services and interventions to reduce risk factors for developing a potentially serious mental illness and build protective factors. The overall services offered included, but are not limited to, group therapy, therapeutic interventions, crisis response emotional support/wellness groups, educational series, and psychoeducation for those working and living in Yosemite National Park.

The following activities intended to reduce the adverse outcomes listed in WIC include:

- Wellness coaching/educational drop-in hours (short-term need).
- Crisis and support groups.
- Psycho-educational series (e.g., Mindfulness, emotional intelligence).
- Employer/Employee consultations regarding mental health.
- Training opportunities for facilitated dialogues are offered on different topics and park stressors.
- Linkage to community resources (counseling, Cal Fresh, Health and Human Services Community Assistance Programs, psychiatry).
- Monthly/quarterly newsletter addressing emotional wellness and links to resources.

This program facilitates timely access to services for this underserved population through their accessibility in the community setting. As individuals or their families are identified as needing further mental health services, the Clinician will provide direct access and linkage to MCBHRS or other appropriate services. The program is designed and implemented in the community setting to reduce stigma by talking openly about mental wellness.

The settings of these services will be within the YNP boundaries to strengthen and elevate access for this underserved population. This creates less burdensome access to mental health services. Community members would otherwise face long drive times and most would have a lack of transportation.

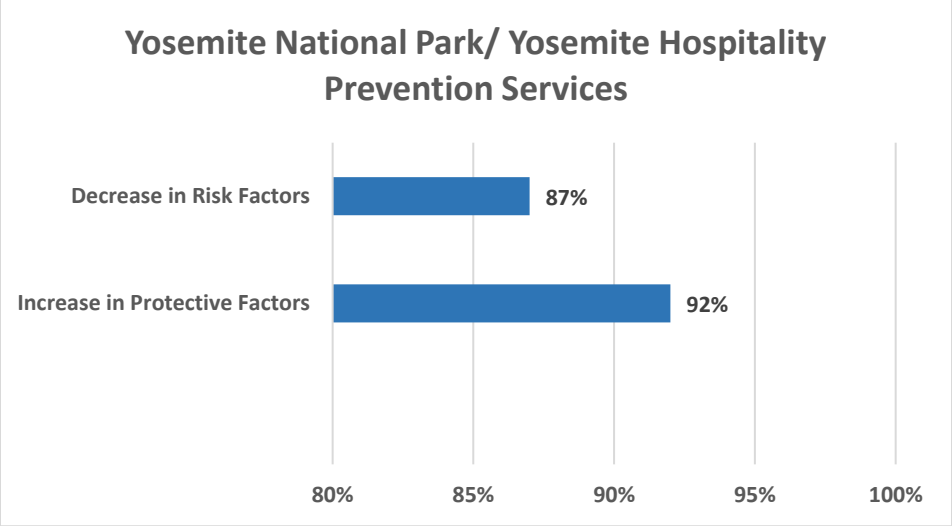
Method of Collection: Most programs utilized a pre- and post-survey. Some programs were self-reported by participants and completion of intervention activities during the program.

Data Collection Period: Reports are submitted monthly.

Expected Outcomes: Increase protective factors (knowledge, ability to identify social supports, sense of connection, compassion, happiness, hope, self-care) and decrease risk factors (stress, anxiety, depression, isolation, suicide) through psychoeducation, mindfulness, and social connection.

Individuals Served: 246

Outcomes: On average, 87% of participants indicated a decrease in risk factors, 92% indicated an increase in protective factors.



Results and Analysis: In the 22/23 fiscal year, this program largely remained the same as proposed.

YNP is an isolated area with limited resources. A Licensed Professional Clinical Counselor provided prevention services to a population of individuals that often remain untreated. This counselor provided an array of services to employees and residents of YNP that might not otherwise attend services.

This program produced outcomes that indicate there was a reduction of risk factors and an increase in protective factors. Most skills include, but are not limited to, emotional intelligence components, stress reduction, connection, identification of needs and values, increased awareness, and new language to check in with themselves and others for mental illness.

Challenges/Successes/Lessons Learned: The prevention program utilized strong community and professional connections to target specific departmental needs with NPS. Programs for Law enforcement officers were offered as well as stress management and Emotional Wellness check-ins for those workers on the front line. These individuals with high-stress levels are front-line workers, first responders, medical clinic staff, and those at risk of unemployment. Programs were also offered and completed for the general residents, teaching evidence-based skills such as mindfulness, stress management, conflict resolution, communication strategies for good health, and relationship skills. These programs reached all levels of status in the park, from front-line workers to executive leadership. Many NPS departments utilized this programmer's skill set to offer customized programs for the specific needs of their staff. Programs varied in group size from 2-28. And with the use of technology, even outlying districts that were previously unable to attend these wellness programs in-person, they were able to participate remotely.

General public programs were the least attended despite being valued by their attendees. Pre-planned requested programs were well attended and successful among NPS employees. Yosemite Hospitality employees remain an underserved population primarily due to a lack of support from leadership for employee health and wellness.

Moving forward, the Counselor will continue to focus on offering many prevention programs during the peak season for employees. Connecting people to reduce isolation in the winter remains a growth point.

Mental Health First Aid

Program: Mental Health First Aid

Component: Outreach for Increasing Recognition of Early Signs

Program Description: In 2014 MCBHRS added the evidence based Mental Health First Aid (MHFA) strategy after stakeholders identified this a need within the community, and it remains an active program today.

This program engaged and trained first responders to recognize and respond effectively for early signs of mental illness. The objective of this training was to bring awareness to the prevalence and negative impact mental illness can have on an individual, family, and friends. The goal of this program was to share information and resources so that the participant leaves the training with an understanding of how to connect someone to mental health resources.

Each training informed responders on how to access, and link individuals to treatment. Trained responders may interface with the underserved and unserved populations within the community. MHFA has been identified as being a helpful educational tool that responders can use to notice the early signs of mental illness in the community, empower respondents to feel confident in being able to help someone experiencing a mental health problem, and reduce stigma surrounding mental illness in the community and nearby surrounding areas.

Training was scheduled in various locations across the county to encourage more participation at locations that were convenient for responders. This program was designed and implemented to reduce the stigma and discrimination attached to seeking or receiving mental health services by talking freely about mental wellness.

Method of Collection: Post surveys and sign in sheet.

Data Collection Period: Reported at the end of each Mental Health First Aid Training.

Types of Potential Responders: Health and Human Services Staff, Community Based Partners, School Staff, Behavioral Health Board Members, Hospital Staff, Sheriff's Department Staff, and Yosemite National Park employees.

Expected Outcomes: The expected outcome for this program was to provide outreach to increase recognition of early signs of mental illness and promote timely access to services.

Individuals Served: 30

Outcomes: As a result of the training, 100% of participants felt more confident that they could recognize the signs that someone may be dealing with a mental health problem, and 100% of participants agree that they can assist someone who may be dealing with a mental health crisis to seek professional help.

Results and Analysis: During the 22/23 fiscal year, MCBHRS organized three Mental Health First Aid (MHFA) training courses. However, distance and transportation were significant challenges for rural communities outside Mariposa's township, leading to limited participation. To overcome these barriers, MCBHRS held MHFA training sessions in Yosemite National Park and Mariposa Township to ensure this essential program was implemented effectively. Stakeholders identified the need for this program in Yosemite National Park. The expansion of Mental Health First Aid into YNP resulted in increased participation, enabling more people to benefit from the program.

Program: Mariposa Minds Matter

Component: Stigma and Discrimination Reduction

Program Description: The Mariposa Minds Matter (MMM) is an integral part of the Behavioral Health Board (BHB). MMM is a committee that is made up of members of the BHB, consumers, community-based partners, and staff. MMM is a project-based task force, participating in several events throughout the county ranging from the annual county fair to the local farmer's market.

This program targets and reduces stigma and discrimination by increasing awareness through education on mental illness myths and facts. The objectives included engaging children and families in conversations about mental illness and mental wellness and providing resources and materials to the community to experience self-care. The programs and services provided were also intended to encourage self-acceptance for those who may be struggling.

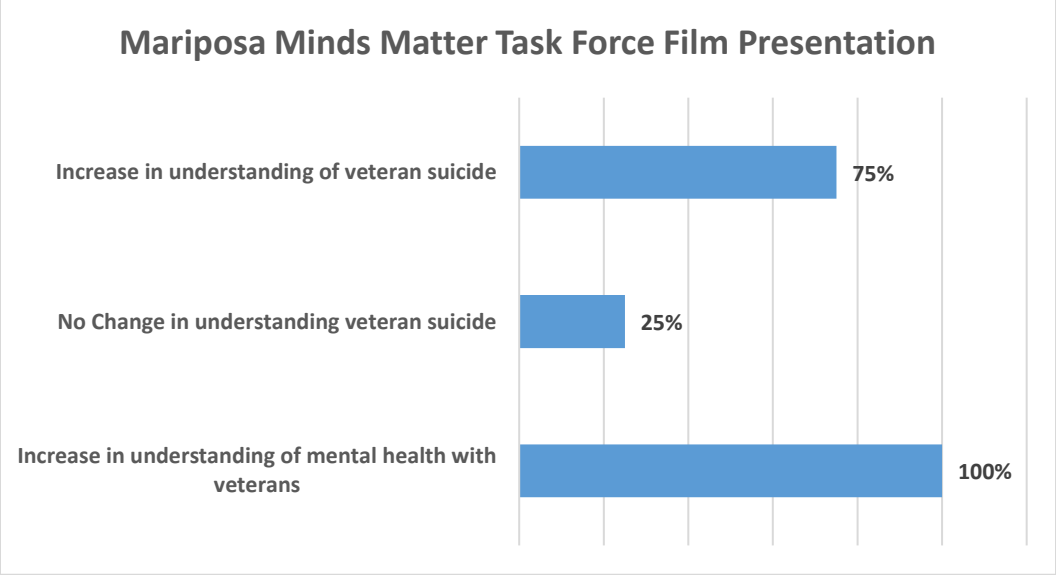
Method of Collection: Pre and post-surveys were given to participants at each event.

Data Collection Period: Data was reported after each event.

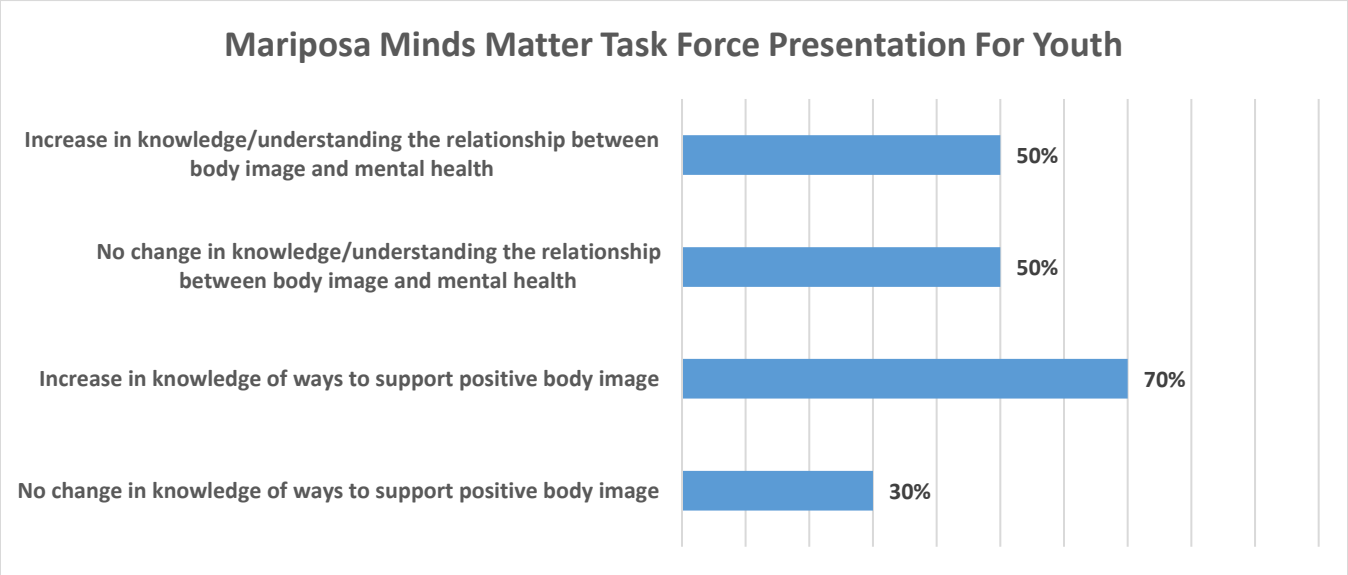
Expected Outcomes: The outcomes for activities in the MMM include a reduction of negative feelings, attitudes, beliefs, perceptions, stereotypes, and discrimination related to being diagnosed with mental illness. The program is also expected to increase acceptance, dignity, and inclusion for individuals with mental illness and their families. It is also expected to encourage self-acceptance for members of the community.

Individuals Served: 192

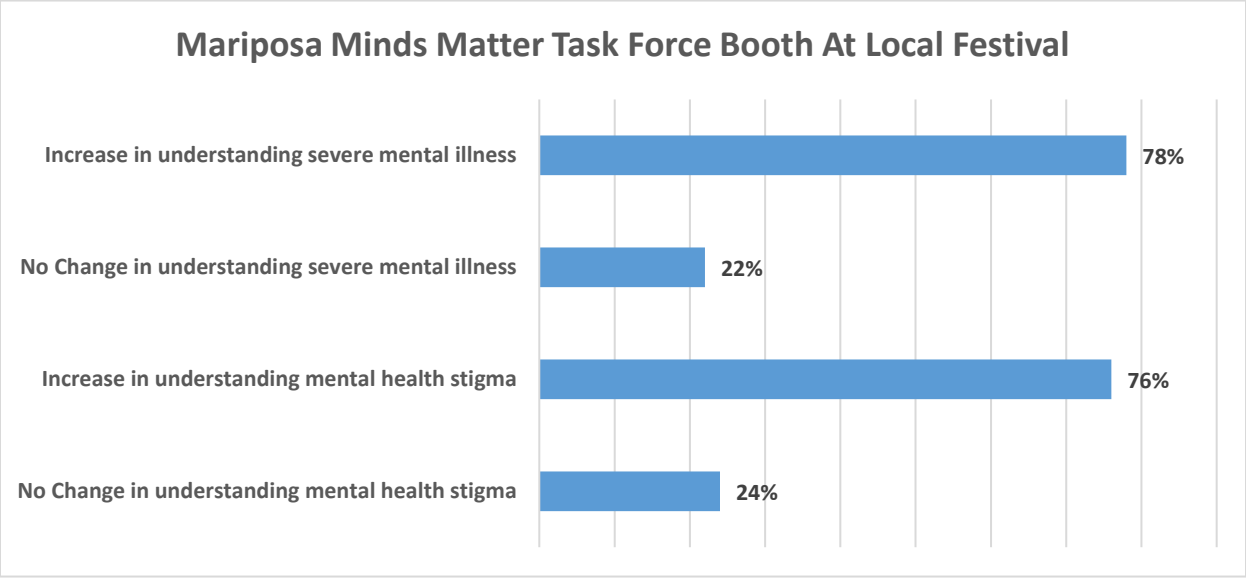
Outcomes: On average, 75% of participants reported an increased understanding of veteran suicide, while 25% reported no change in understanding veteran suicide. 100% reported an increased understanding of mental health in veterans.



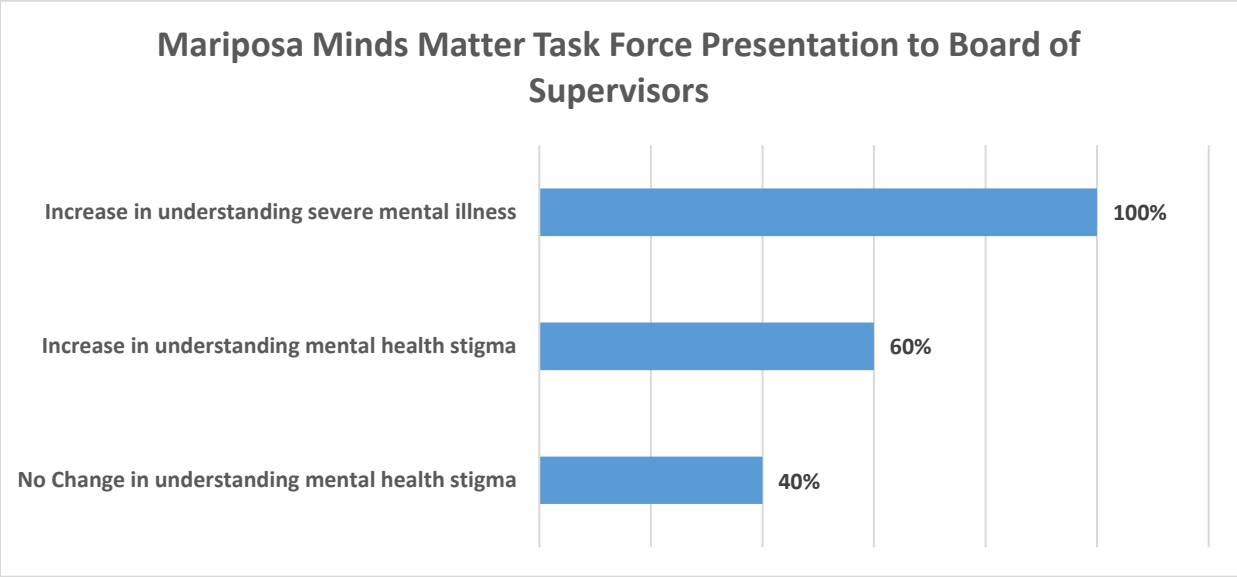
On average, 50% of youth participants indicated an increased knowledge/understanding of the relationship between body image and mental health, and 50% indicated no change in knowledge/understanding of the relationship between body image. 70% of participants indicated an increase in knowledge of ways to support positive body image, and 30% indicated no change in knowledge of ways to support positive body image.



At the local festival, 78% of individuals who came by the Mariposa Minds Matter booth had an increase in understanding of severe mental health, 22% had no change in understanding of severe mental health, 76% had an increase in understanding mental health stigma, and 24% no change in understanding mental health stigma.



Mariposa County Board of Supervisors presentation, 100% of participants had an increase in understanding of severe mental health, 60% had an increase in understanding of mental health stigma, and 40% had no change in understanding of mental health stigma.



Results and Analysis:

During the 22/23 fiscal year, MMM (Mariposa Minds Matter) participated in a popular community festival in Mariposa by setting up a Mariposa Minds Matter booth. Additionally, MMM held two presentations, one to the Board of Supervisors and the other to Ethos, which helped raise awareness among Mariposa's youth. MMM also organized a film event.

The main goal of these events was to educate the community members about the stigma and discrimination associated with having a mental illness and receiving services for the same. The Mariposa Minds Matter committee was able to reach out to many community members to spread this message and raise awareness.

Central Valley Suicide Prevention Hotline

Program: Central Valley Suicide Prevention Hotline

Component: Suicide Prevention

Program Description: MCBHRS began working with the Central Valley Crisis Suicide Prevention Hotline in 2015.

The Central Valley Crisis and Suicide Prevention Hotline (CVSPH), took its first call on January 17, 2013. The Hotline operated on a limited basis, five days a week for twelve hours a day. In July 2013, CVSPH expanded the operation to 24 hours per day, seven days per week, and 365 days per year. In January 2014, CVSPH received National Accreditations, recognized as the best practices call center by the American Association of Suicidology. The Hotline is also a member of the National Suicide Prevention Lifeline, which provides interpreters for 150 different languages.

CVSPH serves California's Central Valley, a culturally diverse group of seven counties: Fresno, Tulare, Kings, Madera, Mariposa, Merced, and Stanislaus. The hotline is operated by staff utilizing volunteers to minimize costs and maximize efficiency.

The Hotline assists individuals who are looking for resources and education regarding a loved one or friend, provide support for those in crisis and keeps people safe who have suicidal ideation or that are in the process of harming themselves.

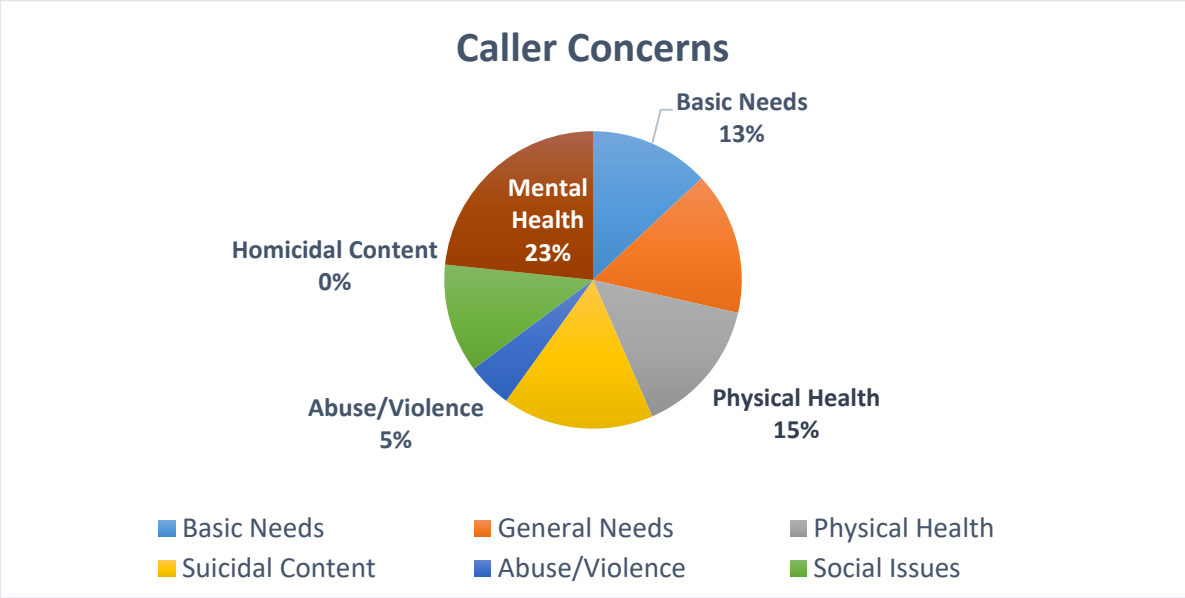
Method of Collection: The hotline tracks the number of those that call the hotline and evaluates how many crisis calls are received. The hotline also collected the reason for the call, demographic information, the cost associated with each call, and the cost savings of each call.

Data Collection Period: Quarterly reports were submitted for the fiscal year.

Expected Outcomes: The expected outcome of this evidence-based practice was to reduce suicide through the accessibility of a local hotline providing timely access to services and access and linkage to treatment.

Individuals Served: 77

Outcomes: Central Valley Suicide Prevention Hotline responded to 77 calls. Of those 77 calls received, 23% were concerned about mental health, 16% were suicide content, 12% were about social issues, 16% were about general needs, 13% were basic needs, and 15% were about physical health, 5% abuse/violence, and 0% homicidal content.



Results and Analysis: Central Valley Suicide Prevention Hotline serves California's Central Valley, which comprises seven culturally diverse counties. The Hotline helps individuals who are looking for resources and education regarding a loved one or friend, provides support for those in crisis, and helps people who have suicidal ideation or who are in the process of suicide. CVSPH provides a valuable resource.

School Suicide Prevention Program

Program: The Hope Project

Component: Suicide Prevention

Program Description: School-aged youth were identified as one of the most underserved populations in Mariposa County. Suicide prevention was identified as one of the most needed programs through the three-year planning process.

MCBHRS funded a school-based suicide prevention program that targeted school-aged youth. This program provided youth with suicide prevention and crisis interventions.

Evidence-based suicide risk reduction strategies were utilized to educate on lethal means reductions, brief problem-solving and coping skills, increasing social supports and identifying emergency contacts to use during a suicide crisis, identifying warning signs, people and places for distraction, people and professionals to contact for help, and steps for means of safety.

Method of Collection: A Pre and Post questionnaires were given to every participant at each session.

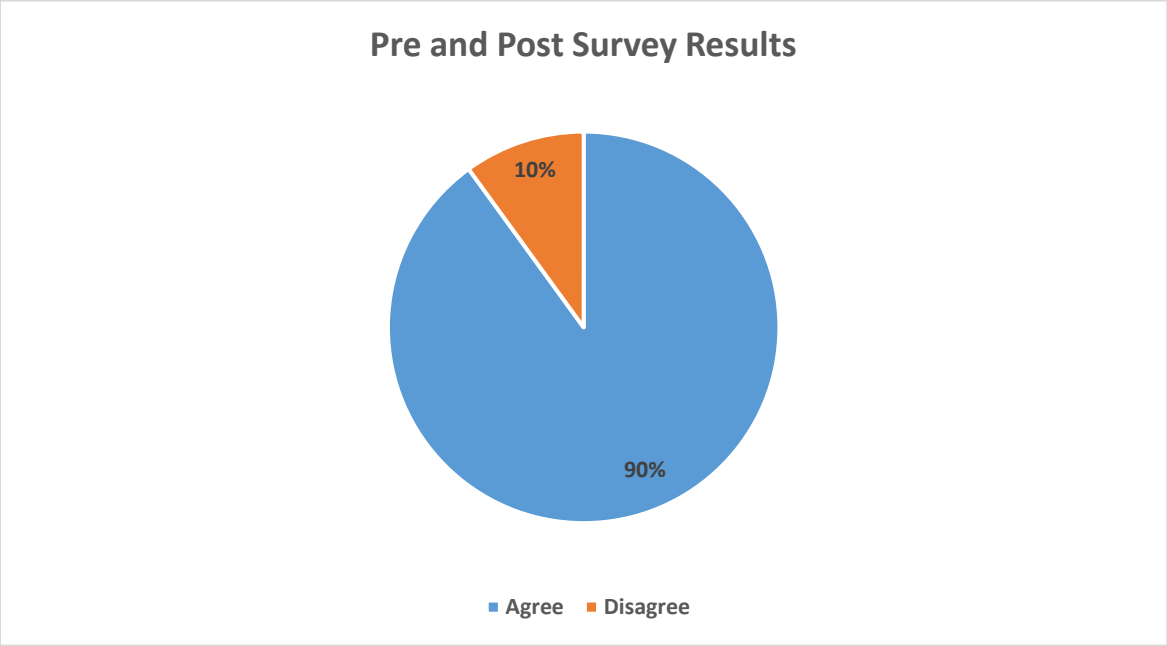
Data Collection Period: A report was submitted annually.

Expected Outcome: Overall, this program expected to change attitudes and/or knowledge regarding suicide related to mental illness.

Individuals Served: 76

Outcomes: This school-based suicide prevention program successfully educated youth on the signs and symptoms of suicide, offered crisis interventions, and provided how to access mental health resources.

On average, 90% of participants agreed, while 10% of the participants disagreed with an increased understanding of the signs to look for if someone is feeling hopeless or depressed, ways to ask for help if they need support, identifying support persons, both natural and professional, and having at least three coping skills to help themselves or others, as well as knowing what to do if feeling hopeless or suicidal.



Results and Analysis: The program implemented a suicide prevention program with an evidence-based curriculum that provided youth with education on the signs and symptoms of suicide. The program provided services to four outlying and isolated schools within Mariposa County (Foothill Chapter School, Lake Don Pedro Elementary, Yosemite National Park Elementary, and El Portal).

Challenges/Successes/Lessons Learned: A program review resulted in some challenges/successes and lessons learned. Students requested more interactive activities and less traditional classroom experience. Informal feedback was overwhelmingly positive, and program objectives were achieved with increased collaboration between program and school staff. Despite implementation challenges such as scheduling conflicts, resistance from school administrators, and increased caseloads, the program was successful overall.

Aggregated Demographic Information for all PEI Components

Table 1. Age Group	# Served
Child (0-15)	568
Transitional Aged Youth (16-25)	248
Adult (26-59)	198
Adult (60+)	18
Unknown	71
Decline	44

Table 2. Gender at Birth	# Served
Male	375
Female	603
Decline	89
Unknown	54

Table 3. Current Gender	# Served
Male	191
Female	399
Transgender	*Suppressed*
Queer	*Suppressed*
Questioning/Unsure	*Suppressed*
Other	31
Decline	56
Unknown	61

Table 4. Sexual Orientation	# Served
Gay or Lesbian	*Suppressed*
Heterosexual/Straight	107
Bisexual	20
Questioning/Unsure	*Suppressed*
Queer	16
Other	*Suppressed*
Decline	119
Unknown	60

Table 5. Veteran Status	# Served
Yes	23
No	219
Decline	31
Unknown	62

Table 6. Language	# Served
English	360
Spanish	16
Unknown	*Suppressed*
Other	*Suppressed*
Decline	18

Table 7. Race	# Served
American Indian or Alaska Native	40
Asian	*Suppressed*
Black or African American	22
Native Hawaiian or Other Pacific Islander	*Suppressed*
White	620
Other	50
More than one race	219
Unknown	56
Decline	154

Table 8. Ethnicity	# Served
Caribbean	*Suppressed*
Central American	*Suppressed*
Mexican/Mexican American/Chicano	40
Puerto Rican	*Suppressed*
South American	*Suppressed*
African	*Suppressed*
Asian Indian/South Asian	*Suppressed*
Cambodian	*Suppressed*
Chinese	*Suppressed*
Eastern European	32
European	41
Filipino	*Suppressed*
Japanese	*Suppressed*
Korean	*Suppressed*
Middle Eastern	*Suppressed*
Vietnamese	*Suppressed*
Other	*Suppressed*
Decline	148
More than one ethnicity	15
Unknown	134

Table 9. Disability	# Served
Difficulty Seeing	117
Difficulty Hearing	44
Other	20
Mental Illness	473
Physical/Mobility Issues	*Suppressed*
Chronic Health Conditions	91
None	*Suppressed*
Unknown	59
Decline	193

- Due to privacy, any value <12 has been suppressed.

Mariposa County Health and Human Services and Multi-County PADs Annual Report

FY 21-22 through 22-23

CONCEPTS FORWARD CONSULTING

Multi-County PADs Innovation Project

Annual Report

Fiscal Years 2021-22 through 2022-23

Created by Kiran Sahota,
President Concepts Forward Consulting Lead Project Manager

In 2006, the Center for Medicare and Medicaid Services (CMS) clarified that Psychiatric Advance Directives (PADs) should be a part of psychiatric care. Approximately 27 states have enacted laws and policies recognizing PADs since the 1990s. However, PADs are often written with a focus on physical health, included in medical Advance Directives with little to no room for psychiatric health, plans, arrangements, or instructions to assist in the event of a mental health crisis. Also, the length and number of different PADs templates make it confusing for the individual filling out the PAD and the health care or first responder to comply with them. With such confusion, how can first responders or hospital staff know whether a PAD is valid or not?

As stated on the website of the National Resource Center (NRC), “Psychiatric Advance Directives are relatively new legal instruments that may be used to document a competent person's specific instructions or preferences regarding future mental health treatment. A PAD is used to plan for the possibility that someone may lose the capacity to give or withhold informed consent to treatment during acute mental health crisis ." The website further explains that California does not currently have a specific legal statute encouraging or recognizing PADs, thus leading to continued confusion and the underutilization of PADs in the state.

Californians with a mental health condition continue to face high rates of recidivism within inpatient non-voluntary hospitalization, homelessness, and incarceration. These problems persist despite the state’s efforts to avoid or reduce 5150 involuntary hospitalizations and incarceration. Unfortunately, these and other efforts have not led to meaningful reductions in hospitalization and incarceration, or improved treatment outcomes.

In a psychiatric emergency, when an individual experiences delusions or a psychotic episode, it may be impossible to engage in even the most basic conversations about patient care, symptoms, diagnosis, and treatment preferences. A PAD would help prevent the guesswork for a first responder or treating physician by providing a "blueprint" of the individual’s exact needs, medication support, and even the ability to contact their chosen “Agent,” who is their advocate (Consulting, 2021).

Most recently, California Assembly and Senate Bills have been marketed to include mental health language in items such as Care Courts Senate Bill 1338 or Advance Directives as in Assembly Bill 2288. Assembly Bill 2288 now includes the following statement, “This bill would clarify that health care decisions under those provisions include mental health conditions. The bill would revise the statutory advance health care directive form to clarify that a person may include instructions relating to mental health conditions” (Choi, 2022). It has been mentioned numerous times that an Advance Directive, even with this inclusion, puts medical care as the primary and mental health as the secondary. This does not

increase the ability of a 19-year-old who experiences their first schizophrenic episode to identify who is their chosen agent/advocate and how first responders can identify what medication they may be prescribed or how to de-escalate a mental health crisis. Adding language to an Advance Directive does not allow for in-the-moment solutions or resources in a crisis.

This project seeks to address what is lacking in California and current legislation while meeting several unmet needs throughout the state. This project will engage the expertise of ethnically and culturally diverse communities, threshold populations, Peers (identified in this document as those with lived mental health conditions), family advocacy groups, and disability rights groups. The project outline includes but is not limited to the following:

1. Provide standardized information regarding PADs for Peers and additional stakeholders.
2. Standardize a statewide PADs digital template.
3. Allow a PAD to be recognized as a legal document.
4. Standardize a PADs training "toolkit" to be easily replicated from county to county.
5. Utilize a technology platform to easily access PAD's information, training, and materials.
6. Utilize Peers to create PADs based on lived experience and understanding, which can lead to open dialog and trust.
7. Create a training curriculum to identify PADs understanding, digital literacy, and facilitation to create a PAD with a trained partner.
8. Create a technology platform to warehouse PADs for ease of access to an individual PAD in a crisis, providing mobility of PADs throughout the state.
9. Create legislation to enforce the use and acceptance of standardized PADs in California.
10. Create an outcome-driven continuous evaluation process, evaluating the ease of use of training, technology, and the PAD template.

The multi-County PADs Innovation Project went before the Mental Health Oversight and Accountability Commission (MHSOAC) on June 24, 2021. Counties sought to use Mental Health Services Act (MHSA) Innovations to fund this multi-County, multi-year project. After a presentation by Consultant and Lead Project Manager Concepts Forward Consulting (CFC), along with the original counties of Fresno, Mariposa, Monterey, Orange, and Shasta, the MHSOAC unanimously approved the project to proceed.

The first objective was to contract with a fiscal intermediary. In past Innovation projects, CalMHSA, a statewide Joint Powers Authority (JPA), was utilized as a fiscal intermediary. With this came a Memorandum of Understanding (MOU) as a pass-through for the funding to contractors. Other

MHSA projects that used a primary consultant are often funded through this JPA. A few counties opted not to utilize the JPA services for funding oversight on this project. In turn, the JPA opted not to participate as the project fiscal intermediary on the statewide portion; they contracted with Fresno County to assist in Fresno's additional direct fiscal contracting for PADs.

While in conversations with Syracuse University's (SU) Burton Blatt Institute (BBI) Chairman, Professor Peter Blanck, Dr. Blanck offered BBI's oversight SU as the fiscal intermediary for the project. BBI had been an integral part of the PADs project since the beginning in 2019, selected to participate by Elyn Saks, Associate Dean and Professor of Law at USC. The MHSOAC had previously contracted with USC to begin work on the PADs initiative. The MHSOAC identified a new direction to illicit additional county participation and concluded its contract with USC. Syracuse University was introduced to the five participating counties as a fiscal intermediary choice for review and discussion. The counties met with SU to hear what it meant to be the fiscal intermediary. The five counties decided a single Master Agreement representing consistent language and expectation for all counties, with the ability for each county to personalize where needed, would be the best outcome.

The five counties spent from July 1, 2021-April 30, 2022 working through the necessary steps to create a standard Master Agreement. During July 2021, CFC gathered operation agreements, master contracts, and MOU language from the five participating counties to provide SU with a starting point to create the master document. This process went through three drafts between July and October. In a county-to-county conversation, one county announced, "this process has been an innovation project on its own." By creating a cohesive document, additional multi-County collaborative projects become easier to contract and begin in a timely manner.

Each county had the ability to customize the language with minor adjustments to suit their specific needs to obtain external county staff and BOS approval. Concepts Forward Consulting coordinated and mediated each change, answered questions, and explained the counties' and university's perspectives to each other. Questions were answered as a collective or handled on a case-by-case request.

Additionally, the Master Agreement includes a scope of work and a budget narrative. Concepts Forward Consulting worked with SU to create deliverables and a payment schedule that worked for each county. Payment is flexible, whether an annual charge, per invoice, or lump sum. When Fresno, for example, needed to adjust its budget to a three-year verse four-year payment, SU, and Fresno agreed-upon a budget structure.

To achieve approval by a county, BOS takes specific actions. It is noted that numerous action items happen within a county prior to BOS approval, and these steps can take upwards of nine months to one year to accomplish. This is an important factor to consider when creating a multi-County relationship. Action steps that took place during FY 2021-22 were identified as the following:

1. The County contracts department will review the document for approved language and additional documentation needed, such as sole source. Upon their satisfaction with the contract language, they send the document to County Council.
2. County Council reviews and approves all language within any document prior to submission to the BOS. In this situation, this includes the Master Agreement, Scope of Work, and Budget Narrative. Items they seek to review include indemnification, insurance, timeline, terms of the agreement, performance standards, termination clause, and other requirements as needed.
3. Once County Council has approved the document language, there is approval to upload the document into the county routing system.
4. The document is routed to the County Auditor, who must approve the expenditure of funding. Upon approval, the Auditor's Office will sign the document.
5. Some counties will include signatures of Department Heads, such as the Director of Behavioral Health or Health Care Agency/Health and Human Services Agency and even the County CEO.
6. The BOS will receive a completed packet of information, including a description from MHSA staff regarding the project's need, approved document language, budget expenditures, and all required signatures.
7. The BOS will approve the document in a public meeting and, if contested, will listen to community comments. The BOS can also approve on consent.
8. The upload and routing process alone can take ten weeks in a county. This does not account for review time before the routing process.

During FY 2021-22, numerous challenges and lessons were learned, all culminating in an outstanding final accomplishment. The first challenge was when a few counties expressed the desire to have transparency with the oversight of their funding from a fiscal intermediary. The second was when the current JPA opted not to participate in the project. These challenges brought about the accomplishment of identifying a new and independent fiscal intermediary.

It has been said, “it should be easy to find a fiscal intermediary; any county could opt to be it for a project.” Well, in theory, perhaps, but that poses its own challenges. This project includes two large counties, a medium county, a small, and a super small county, and none with the bandwidth or fiscal capability to oversee a project of this scope, which is currently not the standard nor expectation on any statewide Innovations project.

The next challenge came with county-specific protocols, contract language, and procedures. Each county addressed these challenges by providing their prospective contracting department's documentation to SU for integration into one culminating document. In addition, all drafts from SU were approved by the county’s contracting departments and external county staff. This posed additional challenges, as external county staff is often unfamiliar with the MHSA, and especially the Innovations component. County staff may not understand the nuances of sub-contractors, funding language, timelines, and specific MHSA regulations, such as reversion. This posed an unexpected challenge at times within the counties as they gently maneuvered the politics and expectations of external county staff.

There were challenges in the timely approval of each draft agreement. Counties had the opportunity to read and edit all drafts of the Master Agreement; however, external county staff does not work on the same timeline. Some counties could report edits quickly, and others waited on external county staff to provide the needed modifications. Syracuse University was extremely accommodating with counties, answering each question as it arises but adding county-specific flexibility in language as required.

The biggest lesson learned in this part of the process was that of time. Even if it were the most straightforward contract, a county would need no less than ten weeks to calendar the BOS packet. Preparation for that packet could take no less than a month. The counties were already looking at two- and one-half-month to three months for BOS contract approval. Unexpected as it has been, the nine months this project took to create a brand-new county collaborative document and receive BOS approval is the norm.

Additional challenges encountered by the fiscal intermediary were counties not realizing timelines or funding they initially agreed to and needing to move budget items or the allocation period. These items include creating new draft or budget documents. Some county edits have been minor, and SU always explained why a change was being accepted or denied. Counties have all been agreeable to all information exchanged. Lessons learned in this process are numerous; below are a few examples:

- After MHSOAC approval, there is a significant lag between approval and implementation of an MHSA Innovations project. Counties are looking at a minimum of three months and upwards of nine months to complete the contracting process.
- Positions needing to be filled as part of the project cannot occur until the BOS approves the fiscal spending and contract language. The county hiring process can then take an additional nine months.
- Creating a true multi-County collaborative, where contract language is equal for each county, with county voice and county standards, was more encompassing than expected. This includes the unexpected wait times for document editing and the incorporation of edits by five individual counties.
- Counties rely on the project manager's expertise; direct county and MHSA experience is essential.
- It is imperative to keep a project moving forward by having bi-monthly meetings with counties. Plus, additional meetings with the fiscal intermediary and subcontractors as needed.
- Additional training is needed for external county staff and BOS to fully understand the unique nuances of MHSA and, more importantly, the ideas of multi-County collaboration and statewide initiatives.
- Counties being approached as separate entities on this collaborative project with the "threat" of state intervention to force "grant" and Request for Proposal (RFP) opportunities. This shows the lack of understanding by the public regarding the collaborative nature of the Innovation projects and decisions made collectively.

Throughout the initial creation of the project and while awaiting a BOS-approved fiscal contract, the counties and CFC met bi-monthly to continue moving the contracting process forward. This became an arena for discussion, suggestions, and decisions on moving the project forward. When one county requests specific information, such as "sole source" documentation, it usually will be a topic in another county. When one county receives requested information, the information is passed to all participating counties. The county-to-county allows counties to inquire how other counties handle specific contracting language nuances or differing opinions of eternal county staff. Additional workflow throughout the fiscal year 2021-2022 (FY 2021-22).

Unfortunately, due to the lack of accessible funding, it was not feasible to ask sub-contractors to expend unpaid time creating a scope of work and budget narrative when the counties could not precisely determine BOS approval. Counties each expressed the desire to move the contract along.

However, counties have described the many required steps in the approval process, which hinders a timely start date for the project.

In anticipation of contract approval during FY 2021-22, CFC moved to re-introduce RAND, the process Evaluator, and The Hallmark Compass, the PADs assigned subject matter expert (SME), to the counties. The initial introduction was to identify each county's priority population to begin pilot outreach and dialogue. RAND and BBI, both evaluators on the project, met with counties. Orange County will be utilizing BBI as expert evaluators for Orange County's participation in the Technical Platform build and roll-out. Working together, BBI and RAND will create a seamless evaluation plan, with BBI building off the process evaluation RAND will be conducting.

Though the challenges and lessons learned have been numerous, the accomplishments are monumental. The most important is a standardized Master Agreement and scope of work that any county can ultimately pick up and use. This document will offer outside organizations or agencies the ability to contract with a county on a specific project. With five counties approving the document, this document could go to all additional county Mental Health Plans for contracting approval, creating a statewide form. The document is essential as Innovation collaboratives increase and grow. With a document signature ready for a BOS packet, it could cut contracting time to no more than 60 days, which after MHSOAC approval, is ideal (Appendix A, Master Agreement).

An additional accomplishment is a collaboration by the counties. With open communication, willingness to work together, large counties assisting smaller counties, and the desire to meet bi-monthly, speak to the respect for each other. The counties remain individual, and nuances or timeline delays did not affect the camaraderie within the meetings. There is a mutual understanding of the complexities of working with multiple counties.

Finally, a significant accomplishment during this step is utilizing the skills of a lead project manager that understands MHSA and component regulations, vendor contracts, and country-specific nuances. The counties were open to discussing needed changes and working seamlessly with the project manager and SU. Though the process was time-consuming and lengthy, the counties each stepped up to do their part to keep the momentum within their counties and participate in additional activities. One such activity was NAMI California's Annual Conference in October 2021. Each county provided a representative. After the presentation, one county stated, "that was refreshing and energizing to go back to the beginning and remember why we are doing all of this. I cannot wait to get to that finish line. Go, team!"

The Standard Agreement, being finalized in April 2022, paved the way for the

additional Contra Costa and Tri-City counties to seamlessly onboard on July 1, 2022, without a lengthy delay in BOS approval. At this point, now into the fiscal year 2022-2023 (FY 2022-23), the identified subcontractors could contract with SU to begin working on and invoicing the project. The subcontractors beginning in March included CFC, and The Hallmark Compass. July 2022 brought on the additional subcontractors RAND, Idea Engineering, BBI, and Chorus Innovations. All subcontractors began to work with counties to identify a timeline, project roll-out, and meet with key stakeholders. A full convening of all participants took place on August 16, 2022, with host county Fresno. This was an opportunity for all involved to meet each other and identify project questions and timeline expectations(Appendix B-C).

In September 2022, it became apparent that The Hallmark Compass was not the right fit for the parameters of the Innovation project, and the subcontractor chose to resign from the project. On September 1, 2022, an RFP was posted to identify a contract for a Peer SME to provide the statewide "Peer voice." Painted Brain and their subcontractor CAMHPRO were awarded the contract on October 14, 2022. September also saw the launch of a new project website www.PADSca.org to update and provide ongoing information on the project (Appendix D, Website and Analytics).

With all subcontractors and counties now aligned in the necessary direction, the work began in earnest. Counties continued to meet monthly, with the added bi-monthly workgroup for all participants, a monthly subcontractor meeting, and several meetings that include the collaboration between subcontractors, meeting with stakeholders, and one-on-one calls with the counties. To quickly identify projects and accomplish goals, small workgroups were created to work on items such as informational flyers, marketing, website impact, and template categories. Due to the collaboration, the group quickly designed and modified flyers for immediate use (Appendix E, Flyers).

Moving into the third and fourth quarters of FY 2022-23, the expectation is to meet with each county's priority population group, Peers, first responders, hospital staff, and family members to identify what the PAD's template will include. Since many versions of the template nationwide exist, this project is not about starting over but enhancing and fine-tuning what already exists. One item of note is that currently, a PAD is not widely used due to the length of the paper format. Due to the innovative nature of the project, paper is no longer in the equation. Of course, a person can still print out a PDF version of their completed PAD or even print and hand fill, but participating counties now have an opportunity to change the

conversation to PAD "components." The idea is to fill out as much or as little as an individual would opt to complete. One aspect of the project, however, is to identify what would be the most important questions or components to include in the event of a crisis (Appendix F, Components).

Along with the template identification, the conclusion of FY 2022-23 will facilitate Chorus Innovations ability to engage stakeholders in practical conversations around technology build. What would a first responder need to access a PAD? How would a Peer enter the information or provide consent? In addition to these working aspects, BBI and RAND will begin their evaluation process of stakeholder engagement and the technical build. Painted Brain and CAMHPRO will engage Peers, and Idea Engineering will work towards completing the needed training videos. Each subcontractor has provided a write-up on their accomplishments to date and projected activities through FY 2022-23 (Appendix G-L).

As with any complex multi-County project, the fluid idea is that by the conclusion of FY 2022-23, the project will have completed PADs template components, PADs logo or marketing identification, evaluation focus groups held for both process and technology build, engagement of a variety of stakeholders, including but not limited to, Peers, family members, first responders, and hospital staff. It is the planning that Painted Brain will identify a training curriculum to include PADs understanding, digital literacy, and PADs facilitation. Chorus Incorporated will have accomplished the initial build and begin beta testing on the newly developed technological PADs platform. As the project evolves and due to the human and technological elements, we leave space for growth, change, and innovations.

Moving into the fiscal year 2023-2024, the project will train identified PADs teams, or priority population Peers and professionals, in the facilitation of a PAD, continue beta testing and fine-tuning the technology platform, Fresno will sunset June 2024, and new opportunities for additional counties to identify priority populations, be trained in the technology platform and continue testing the project will become an option. In addition, FY 2023-24 will begin a collaborative effort to address the legislation needs to move PADs forward in California, both in use and, most importantly, in consent and autonomy of the individualized PAD.

References

Choi. (2022, 6 20). *Assembly Bill No. 2288*. Retrieved from Leginfo.legislature.ca.gov

Consulting, C. F. (2021). *PADs Innovation Project v9 Final ks.* MHSOAC.ca.gov.

**See PADs Attachments in Appendixes*

Mariposa County Health and Human Services and Multi-County PADs Annual Report

Calendar Year 2023

CONCEPTS
FORWARD
CONSULTING

Multi-County PADs Innovation Project

Annual Report
Calendar Year 2023

Created by Kiran Sahota, President
Concepts Forward Consulting
Project Director

The Multi-County Mental Health Services Act (MHSA) Psychiatric Advance Directive (PADs) Innovation's project, with the seven collaborating counties of, Contra Costa, Fresno, Mariposa, Monterey, Orange, Shasta, and Tri-City Mental Health Authority completed two and a half years of the four-year project as of December 31, 2023. Please note, Fresno County began the project in 2019, and will finalize their participation in the Phase One build as of June 30, 2024.

The PADs project, initially approved by the Mental Health Oversight and Accountability Commission (MHSOAC) on June 24, 2021, continued the momentum of the previous year. The subcontractor timeline was followed to achieve a streamlined effort of activities and expectations of the participating counties. This was no easy task as there were many overlaying activities that had to happen simultaneously. In addition, many challenges arose throughout the year with the change of staffing in both the counties and within the subcontractors.

Though the project objectives remain the same, as with any innovative project, a realistic look at what can be accomplished has been part of the evaluation of accomplishments throughout the year. The proposed project, as originally written, will engage the expertise of ethnically and culturally diverse communities, threshold populations, consumers, peers with lived experience, consumer and family advocacy groups, and disability rights groups. The project proposes to meet several unmet needs throughout the state. These objectives continued as follows:

1. Provide a standardized level of training regarding PADS for both communities and stakeholders.
2. Standardize a statewide PADs template.
3. Allow PADs to be a separate recognized document from a medical advance directive.
4. Standardize a PADs training "toolkit" to be easily replicated from county to county.
5. Align behavioral health PADs with medical Advanced Directives so both physical and mental health needs are equally addressed.
6. Utilize a Learning Management System (LMS) for ease of county access to PADs training and materials.
7. Utilize peers to create PADs based on lived experience and understanding, which can lead to open dialog and trust.
8. Create infrastructure for a cloud-based data warehouse for ease of access to PADs in a crisis, providing mobility of PADs throughout the state.
9. Create legislation to enforce the use and acceptance of standardized PADs in California.
10. Create a continuous evaluation process that is outcome driven, evaluating training, PADs template ease of use, and PADs utilization.

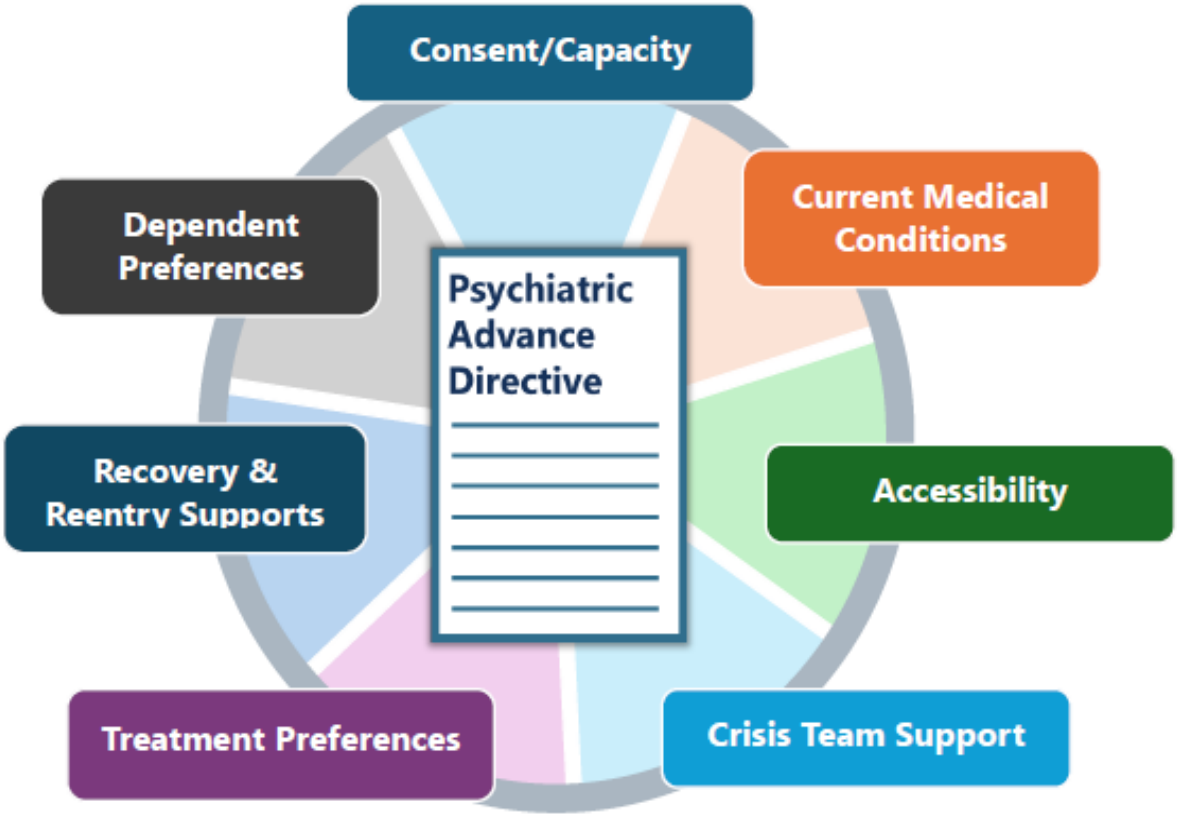
This annual report covers calendar year 2023, or fiscal years (FY) quarter three and four of FY 2022-23, and first and second quarter of FY 2023-24. The following is a recap of activities, with detailed subcontractor write-ups in the Appendix section at the of the report, with the fiscal intermediary review as concluding document.

In order to meet the requirement of ethnic and cultural diversity, the counties along with several subcontractors identified the need for ongoing translation and interpretative services that would fall outside of the scope of work and funding allocated by the counties. The project identified the ability to repurpose funding remaining from the previous FY. The company Alpha Omega was vetted and hired to create multi-lingual documents, interpretation, and interviews throughout the

project. Alpha Omega ensures the ability to address the multiple threshold languages identified within the participating counties.

Through the evaluation period it was clearly identified that this stage of the project is outlined as the technology platform build or Phase One PADs technology build. At no time during this phase of the project will the platform be "live" for access to the PAD in the public setting. The project's main priority continued with a build to streamline a PAD template/component(s) and move forward the components to be uploaded into the technology platform build.

Painted Brain and their subcontractor CAMHPRO worked with county peer support specialists, persons with a lived mental health condition, family member/caretakers and first responders in a series of listening sessions, ongoing workgroups, and cross-contractor collaboration. Painted Brain completed an exhaustive template review and submitted the components to Chorus for upload to the platform build. An idea of how the components will be address are as follows:



Their next step was to create a PADs facilitator curriculum to complement component understanding, digital literacy, and PADs within the platform. The curriculum was completed and submitted to counties for input. Once finalized, this curriculum will be part of the platform "toolkit."

The template components once sent to Chorus allowed for the ability to build the infrastructure of the digital PAD. Parallel to the digital formation of the PAD, the flow of use, and Terms of Services were identified as areas to address. A county workgroup was created to work with the teams to identify appropriate language. This remains an ongoing workgroup.

Monthly participatory and community-centered stakeholder workgroups continued throughout the year, to discuss the technology build with county peer specialists, persons with a lived mental health condition, family member/caretakers and first responders. Chorus was able to create a mock design using "Richard" as a sample of how the PAD could look in the digital format.

Feeding into the design of the platform is the parallel layer of branding and marketing. Idea Engineering, worked through the Marketing Sub-Workgroup to identify a PAD logo, a logo that was easily identifiable by a person filling out a PAD or for a first responder, as identification and recognition of a PAD. With county peers and Peer Specialist as the prominent voice, the outcome was as follows:

Idea Engineering updated all print material, and the public facing website to highlight the efforts of the project and the unified voice of what the PAD means to those involved in the project.

Evaluation of the project fell to both RAND and the Burton Blatt Institute (BBI), which both had to delay their work in waiting for sections of the project to be completed. RAND developed and finalized the training evaluation protocol and workflow to enable a "two-level" evaluation with PADs platform users. It is expected that this evaluation will take place beginning in April 2024.

Though the BBI evaluation is managed by Orange County, it has been identified to represent the project in totality. Working with all seven counties, BBI used a qualitative research approach and conducted individual semi-structured interviews throughout the year. The evaluation framework will be looking at the direct and indirect benefit of a web-based platform, how the development of the PAD impacts the rates of homelessness, incarceration, and hospitalization of those that fill out the PAD, in this first phase of the project build. As this is the initial build phase, in theory, this will impact systemwide change.

As overall Project Director, Concepts Forward Consulting continued to move the project through each phase by allowing for input from all entities involved, but also setting appropriate boundaries with regards to potential "scope-creep" and finalization of decisions. The counties

have all agreed to provide their input within the period requested, and if they do not the project must move on regardless, to accomplish our projected goals.

The Project Director began the process of engaging legislation. A time-limited workgroup was created that included the support from the Painted Brain peer run services, California Hospital Association, State Psychiatric Association representatives, NAMI California, MHSOAC, California Behavioral Health Directors, and Patient Rights and Lanterman Petris Short act knowledgeable attorneys. Through this group it has been identified that legislation to move the PAD forward will take a legislative champion, which is currently the highest priority to achieve within the next calendar year. The idea will be to align PAD's language within the Probate and Welfare and Institution codes to create a streamlined PAD's statute, one that recognizes a PAD as a document of self-determination and autonomy.

Discussions were also held with law enforcement and Executive Officer Council on Criminal Justice and Behavioral Health California Department of Corrections and Rehabilitation, as the project sought to engage the Department of Justice in the investigation of the integration of the PAD's platform into the California Law Enforcement Telecommunication System (CLETS). This one connection would allow crisis teams, first responders and dispatch in-the-moment access to a PAD when dispatched to a call for service. This activity will continue into the next year.

Throughout the project the importance of in-person discussions, learning, and planning has been showcased in bi-annual convenings. During the FY, two in-person convenings were held. Monterey County hosted in the spring and Orange County hosted in the fall. Both convenings were showcased on the project website www.padsCA.org.

There is a certain depth of learning and momentum that takes place after a convening. The counties decided that the Spring 2024 convening needed to allow for more discussion and planning, and not just updates from the subcontractors. The counties opted for a two-day event to create time for learning and further development of the project goals or adjustments. Sharing the hosting responsibilities with all participating counties, Shasta County was chosen to host the next convening.

The project has not been without challenges. As with many employers in California, our counties and subcontractors encountered several staffing challenges throughout the year, this impacted the timeliness of goals. Some counties are small and have a small community of stakeholders, or a high staffing vacancy rate. The subcontractors experienced staffing turnover which created a domino effect as each layer of the project relies on each other. Staffing challenges also arose in the lack of peer staff. This is where the peer contract was invaluable to enlist the voice of the peer/person(s) with lived mental health experience throughout the project.

As this project is innovative, timeliness of goal completion was also a challenge. Aspects of the time needed to complete activities could not have been calculated in advance. This can be seen in the amount of work Painted Brain needed to cull through multiple nationwide PAD documents to create meaningful template discussion and present the components. When Painted Brain submitted the component questions to Chorus, it could not be anticipated that to create the digital PAD, each component question needed meaning attached to determine the best phrasing and digital location. The delay of the template components delayed the creation of the

PAD facilitator training curriculum, which in turn delayed the ability to provide and evaluate the training.

The project has met challenges as referenced above and throughout FY 2023, each project goal has been addressed, completed, or will continue to be shaped in the coming year. As we plan for 2024, the following prospective activities are anticipated.

- Two-day Spring convening in Shasta County.
- Facilitator Train the Trainer completed, edited, and finalized.
- County pilot populations test usage of the digital PAD.
- RAND and BBI to continue their evaluation efforts.
- Information videos created in multiple threshold languages.
- A legislative champion is identified, and legislative language moves forward.
- Investigate the feasibility of the CLETS integration.
- Fresno County sunsets their Phase One participation.
- Phase Two "live" roll-out and training planning and write-up finalized.
- Continued improvement to the platform Phase One build.

The counties all continue in the most collaborative nature, meeting multiple times a month and sending a variety of staff to the following meetings: individual county meetings with subcontractors, large full project meeting, county to county, sub- workgroups in template creation, technology, terms of service, and marketing. In addition, providing staff or county collaborators time for interviews with project evaluators. Overall, the accomplishments of calendar year 2023 outweighed the challenges. The project remains challenging in commitment and time, yet the reward of an innovated digital PAD is truly on the horizon and will be accomplished within this project Phase One build.

This page has been left intentionally blank ---

Appendix A: Stakeholder Survey (Page 1 of 8)

Mariposa County Health & Human Services Agency

Mental Health Services Act Stakeholder Survey 23-26

What is the Mental Health Services Act (MHSA)

Proposition 63 was passed in November 2004; this act imposes a 1% tax on personal income in excess of $1 million. MHSA's goal is to reduce the long-term impact on individuals and families resulting from untreated mental illness. MHSA provides funding to support county mental health programs for families, children, and transitional aged youth, adults, and older adults. This survey is for you to provide us with feedback regarding the mental health services available in Mariposa County.

Mariposa County Behavioral Health and Recovery Services (MCBHRS) is asking for feedback on the current programs and services for mental health services. Please take a couple of minutes to provide us with your comments. This survey is voluntary, and responses will be anonymous. Responses from this survey will inform the three- year Mental Health Services Act (MHSA) Plan.

1. Which of the following do you feel has the greatest needs or gaps in mental health services? (Rank the categories in order of importance - 1 being least important, and 4 being the most important.)

- ☐ Children (0-15 years)
- ☐ Youth (16-25 years)
- ☐ Adults (26-59 years)
- ☐ Older Adults (60+)

2. Which of the following has the greatest needs or gaps in mental health services?

- ☐ Parents
- ☐ Foster Youth
- ☐ Homeless
- ☐ Veterans
- ☐ LGBTQIA+
- ☐ Criminal Justice Involved
- ☐ Other (please specify) _____

Appendix A: Stakeholder Survey (Page 2 of 8)

3. Which communities have the greatest need for mental health services?

- ☐ Mariposa
- ☐ Cathey's Valley
- ☐ Coulterville
- ☐ Greeley Hill
- ☐ Don Pedro
- ☐ Yosemite
- ☐ El Portal
- ☐ Wawona
- ☐ Fish Camp
- ☐ Other (please specify) _____

4. How much do you agree with the following statements about the overall mental health system in Mariposa County?

	Strongly Disagree	Disagree	Don't Know	Agree	Strongly Agree
Mariposa County has mental health services that meet the needs of the community.	○	○	○	○	○
Mental health services in Mariposa County are easy for people to access.	○	○	○	○	○
The mental health services provided have been helpful to the community.	○	○	○	○	○
I am satisfied with the current mental health programs and services available.	○	○	○	○	○
Mariposa County can do more to support those in need of mental health services.	○	○	○	○	○

Appendix A: Stakeholder Survey (Page 3 of 8)

Help us evaluate our current mental health services and identify what programs have been the most helpful and effective.

5. Rank the following (1 being the least effective and 6 being the most effective)

	1	2	3	4	5	6
Adult System of Care - Intensive mental health services and supports for the adults and older adults in the community with serious mental illness.	○	○	○	○	○	○
Children's System of Care - Intensive mental health services and supports for the children and families in the community with serious emotional disturbances.	○	○	○	○	○	○
Mental Health First Aid – Training provided to community to increase recognition of early signs of mental illness.	○	○	○	○	○	○

Appendix A: Stakeholder Survey (Page 4 of 8)

Peer Support – An individual that runs the Wellness Center who has lived experience with mental health illness.	○	○	○	○	○	○
Wellness Center - Peer ran activities that help build meaningful relationships.	○	○	○	○	○	○
Suicide Prevention Hotline – Operates 24/7, 365 days per year.	○	○	○	○	○	○
School Based Early Mental Health Intervention Program – Designed to reduce the negative effects of mental illness.	○	○	○	○	○	○
Yosemite National Park Prevention – A counselor that provides mental health prevention programs in Yosemite National Park.	○	○	○	○	○	○

Appendix A: Stakeholder Survey (Page 5 of 8)

Mariposa Minds Matter Task Force – A committee that targets stigma reduction and discrimination related to mental health	○	○	○	○	○	○
Hope project – A school-based suicide prevention program that is designed to reach isolated schools in our outlying communities. (Yosemite, El Portal, Don Pedro, Greeley, Cathey's Valley and Wawona)	○	○	○	○	○	○

6. Mark the reason that best describes what needs improvement from your answers above.

- ☐ Communication about available mental health services
- ☐ Access to mental health information and services
- ☐ Technical access to mental health information and services
- ☐ Location of services or activities provided
- ☐ More culturally aware treatment
- ☐ More appropriate levels of care
- ☐ Other (please specify) _____

7. Rank the following mental health categories in order of the most important to the least important (1 being the least important and 5 being the most important).

- ☐ Suicide Prevention
- ☐ Reducing stigma and discrimination related to mental health
- ☐ Outreach for recognition of early signs of mental health illness
- ☐ Prevention Services
- ☐ Early Intervention Services

Appendix A: Stakeholder Survey (Page 6 of 8)

8. Please provide any additional comments on needs or gaps in mental health services in our community.

Please tell us about yourself

9. Which of the following describes you?

- ☐ Consumer
- ☐ Consumer Family Member
- ☐ Educator/Teacher
- ☐ Advocate
- ☐ Medical Provider
- ☐ Law enforcement
- ☐ Student
- ☐ Veteran
- ☐ Homeless
- ☐ Community Based Organization
- ☐ Faith Based Organization
- ☐ Decline to answer
- ☐ Other (please specify) _____

10. What is your zip code? _____

11. Do you live or work in Mariposa County (please circle one)? YES NO

12. What is your age?

- ☐ 0-15 years old
- ☐ 16-25 years old
- ☐ 26-59 years old
- ☐ 60+ years old
- ☐ Decline

Appendix A: Stakeholder Survey (Page 7 of 8)

13. What is your primary language?

- ☐ English
- ☐ Spanish
- ☐ Decline
- ☐ Other (please specify) _____

14. What was your gender assigned at birth?

- ☐ Male
- ☐ Female
- ☐ Decline

15. What is your current gender identity?

- ☐ Male
- ☐ Female
- ☐ Transgender
- ☐ Queer
- ☐ Questioning or Unsure
- ☐ Other Gender Identity
- ☐ Decline

16. What is your sexual orientation?

- ☐ Gay or lesbian
- ☐ Heterosexual or straight
- ☐ Bisexual
- ☐ Questioning or unsure
- ☐ Queer
- ☐ Decline
- ☐ Other (please specify) _____

17. Are you a veteran please circle one)? YES NO DECLINE

18. Do you have any of the following disabilities?

- ☐ Difficulty seeing
- ☐ Difficulty hearing
- ☐ Mental illness
- ☐ Physical / Mobility Issues
- ☐ Chronic health conditions
- ☐ None
- ☐ Decline
- ☐ Other (please specify) _____

Appendix A: Stakeholder Survey (Page 8 of 8)

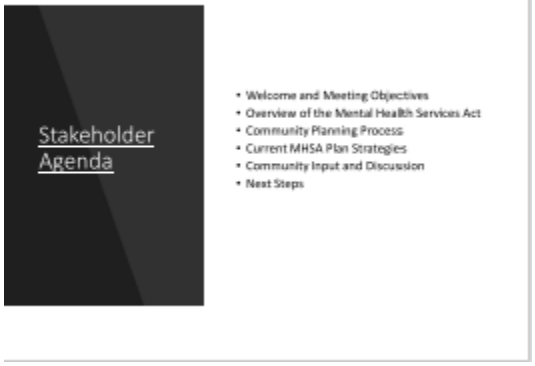
19. What is your race?

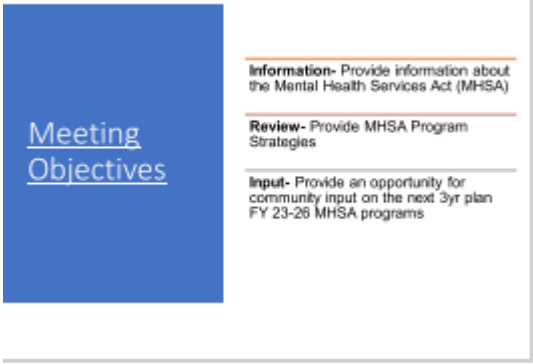
- ☐ American Indian or Alaska Native
- ☐ Asian
- ☐ Black or African American
- ☐ Native Hawaiian or Other Pacific Islander
- ☐ White
- ☐ Multiple Races
- ☐ Decline

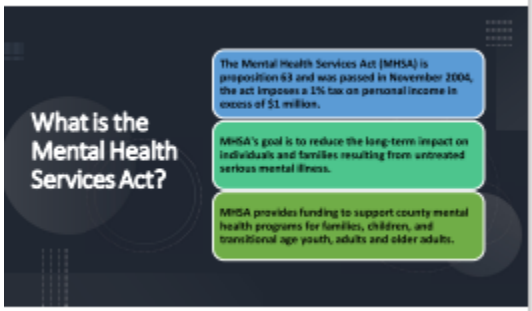
20. What is your ethnicity?

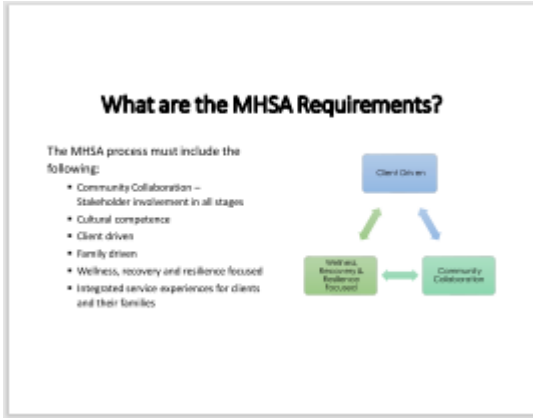
- ☐ Caribbean
- ☐ Central American
- ☐ Mexican/Mexican American – American/Chicano
- ☐ Puerto Rican
- ☐ South American
- ☐ Other Hispanic or Latino
- ☐ African
- ☐ Asian Indian / South Asian
- ☐ Cambodian
- ☐ Chinese
- ☐ Eastern European
- ☐ European
- ☐ Filipino
- ☐ Japense
- ☐ Korean
- ☐ Middle Eastern
- ☐ Vietnamese
- ☐ Other Non-Hispanic or Latino
- ☐ Multiple Ethnicities
- ☐ Decline

Appendix B: Stakeholder PPT (Page 1 of 2)

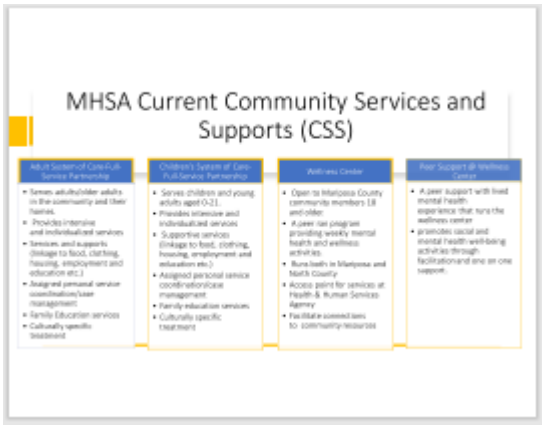


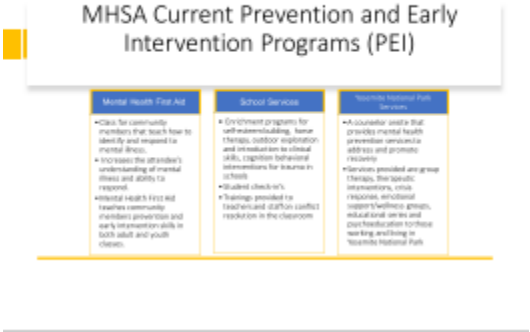


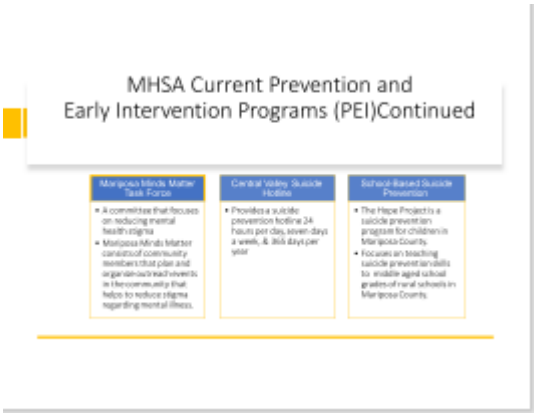




Appendix B: Stakeholder PPT (Page 2 of 2)







Appendix C: Stakeholder Flyer (1 page)

Mariposa County
Health & Human Services Agency
Healthy. Safe. Thriving.

Mental Health Services Act

Mariposa County Behavioral Health & Recovery Services is asking for feedback on current mental health programs and services, *And we want to hear from YOU!*

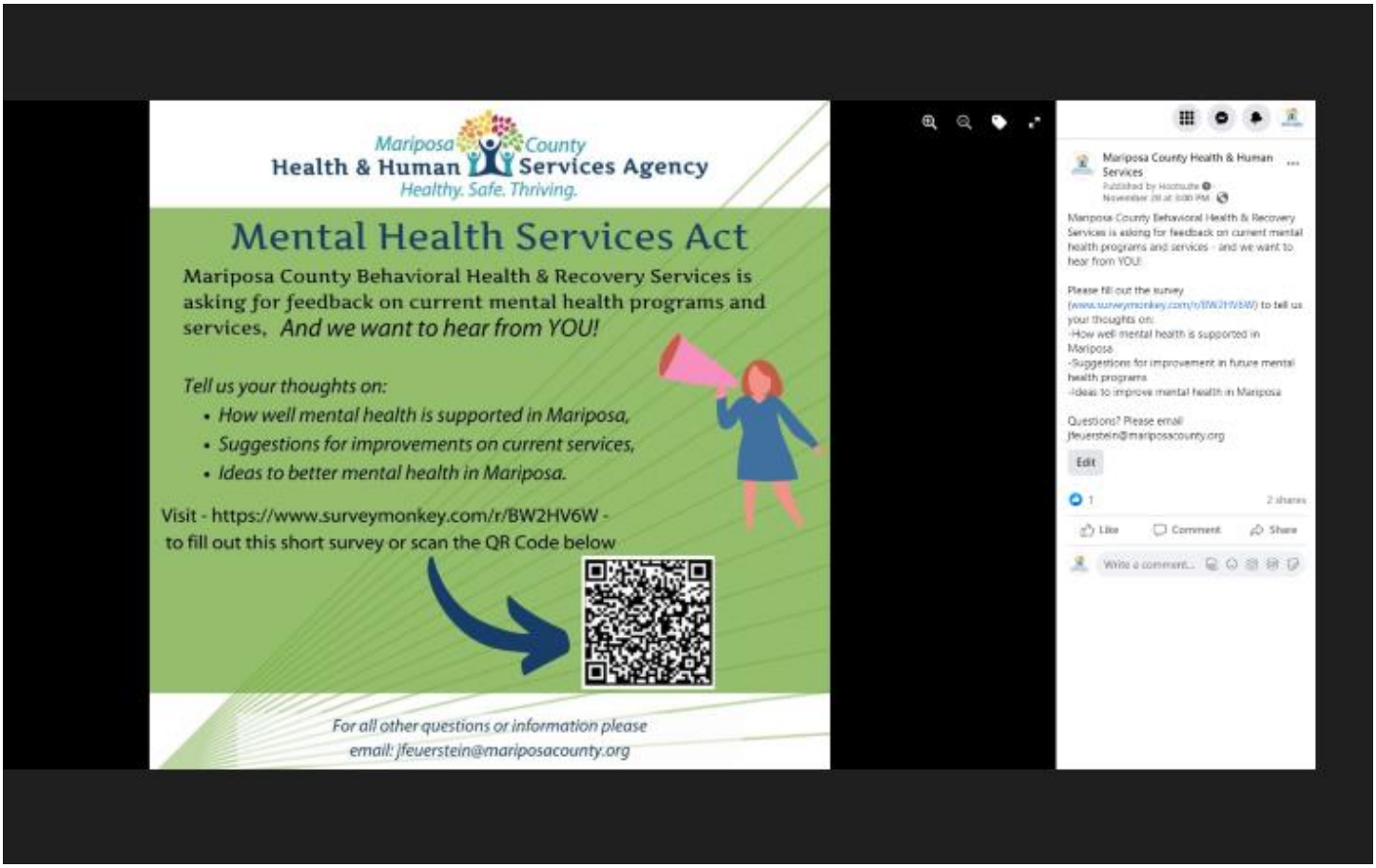
Tell us your thoughts on:

- *How well mental health is supported in Mariposa,*
- *Suggestions for improvement on future mental health programs,*
- *Ideas to better mental health in Mariposa.*

Visit - https://www.surveymonkey.com/r/BW2HV6W - to fill out this short survey or scan the QR Code below

For all other questions or information please email:
jfeuerstein@mariposacounty.org

Appendix D: Stakeholder Facebook Post (1 page)



Appendix E: Stakeholder Poppy/Health and Human Services Agency Post (1 page)

Mental Health Services Act

PT Poppy Press Team
To: HHSAStaff

Mon 11/28/2022 2:47 PM

Mental Health Services Act

Do you have ideas about mental health in Mariposa County? Do you wish programs were different? Please see the attached flyer to take our Mental Health Services Survey.

Click here to view the full post.

Appendix F: MHSA- General Requirements Policy & Procedure (Page 1 of 4)

Mariposa County
Health & Human Services Agency

Policy / Procedure

Document Title:	Mental Health Services Act (MHSA) - General Requirements
Division:	Health Services
Branch / Unit / Program:	Behavioral Health and Recovery Services / Mental Health
Date Due for Review:	01/02/2022
Approval Date: **02/15/2021**	Dr. Eric Sergieko, MD, County Health Officer
Revised Date:	N/A
Supersedes:	N/A

Purpose: To communicate and inform employees about the policies and procedures regarding the Mental Health Services Act programs and services.

References/Regulations:

1. Welfare and Institutions Code § 5600.3, 5890 -5899.1
2. Title 9 California Code of Regulations § 3200.70, 3300, 3310, 3315, 3320, 3400, 3610

Definitions:

1. Mental Health Services Act (MHSA) - Proposition 63 that imposes a 1% income tax on personal income in excess of $1 million to be provided to county mental health programs to fund mental health services and programs. Programs are intended to reduce the impact of untreated serious mental illness, specifically those that are underserved and/or unserved.
2. Stakeholder - Any individuals or entities with an interest in mental health services in the State of California, including but not limited to: individuals with serious mental illness and/or serious emotional disturbance and/or their families; providers of mental health and/or related services such as physical health care and/or social services; educators and/or representatives of education; representatives of law enforcement; and any other organization that represents the interest of individuals with serious mental illness/ and/or serious emotional disturbance and/or their families.

Page 1

Appendix F: MHSA-General Requirements Policy & Procedure (Page 2 of 4)

Policy:

1. It is the policy of Mariposa County Behavioral Health and Recovery Services (MCBHRS) to strictly adhere to all applicable laws, regulations, and guidelines of the Mental Health Services Act (MHSA).

2. MCBHRS will comply with the requirements, principles and standards set forth in the MHSA in regards to planning, implementing, and evaluating the programs and/or services provided with MHSA funds. MCBHRS will ensure that all stages involve; community collaboration, cultural competence, client driven, family driven, wellness, recovery and are resiliency focused.

Procedure:

1. MHSA Structure: MCBHRS maintains the four main program components of the MHSA;
    a. Community Services and Supports (CSS)
    b. Prevention and Early Intervention (PEI)
    c. Workforce, Education and Training (WET)
    d. Innovation (INN)
2. Programs and Services provided with MHSA funds shall:
    a. Offer mental health services and/or supports to individuals/clients with serious mental illness and/or serious emotional disturbance, and when appropriate, their families. (The prevention and early intervention component is exempt from this requirement.)
    b. Be designed for voluntary participation, No person will be denied access based solely on his/her voluntary or involuntary legal status.

3. General Standards:
    a. MCBHRS will ensure the following standards are adopted in planning, implementing, and evaluating the programs and/or services provided with the MHSA funds. The planning, implementation and evaluation process includes, but is not limited to, the Community Program Planning Process; development of the Three Year Program and Expenditure Plans and Updates and the manner in which MCBHRS delivers services and evaluates service delivery.
        i. Community Collaboration
        ii. Cultural Competence
        iii. Client Driven
        iv. Wellness, Recovery, and Resilience Focus
        v. Integrated Service Experiences for clients and their families.
4. Three Year Program and Expenditure Plan / Annual Update: MCBHRS must submit a Three Year Program and Expenditure Plan or an Annual Update annually (See MHSA - Three Year Plan and Annual Update P&P).
    a. Each Plan or Update must address the following:
        i. Community Services and Supports
            1. Children and Youth
            2. Transitional Age Youth
            3. Adults
            4. Older Adults
        ii. Capital Facilities and Technological Needs
        iii. Workforce, Education and Training
        iv. Prevention and Early Intervention

Appendix F: MHSA-General Requirements Policy & Procedure (Page 3 of 4)

v. Innovative Programs

b. MCBHRS will update and submit the Three-Year Program and Expenditure Plan at least annually to the Department of Healthcare Services (DHCS) and the Mental Health Services Oversight and Accountability Commission (MHSOAC). MCBHRS will update the plan in collaboration with stakeholders, through the Community Program Planning Process.

5. Community Program Planning Process (CPPP): MCBHRS will provide for a community planning process for the basis of developing the Three-Year Program and Expenditure Plans and updates. As part of the planning process, MCBHRS will ensure the following aspects are captured during every CPPP. The CPPP must include the following:
   a. Involvement of clients with serious mental illness and/or serious emotional disturbance and their family members in all aspects of the CPPP.
   b. Participation of stakeholders - MCBHRS will ensure stakeholders have the opportunity to participate in the CPPP, including representatives of underserved and/or underserved populations. Stakeholders must reflect the diversity of the current County demographics. MCBHRS will provide outreach to clients with serious mental illness and/or serious emotional disturbance, and their family members, to ensure the opportunity to participate.
   c. Training - as needed to stakeholders, clients, and when appropriate the client's family if participating in the CPPP.

6. Local Review Process: MCBHRS must conduct a local review process prior to the submission of the Three-Year Program and Expenditure Plan or Annual Updates. This process must include;
   a. A 30-day public comment period.
   b. A description of the methods used to circulate the Plan or Annual Update.
   c. Documentation that a public hearing was held by the local Behavioral Health Board.
   d. A summary and analysis of any substantive recommendations.
   e. A description of any changes made to the proposed Plan or Update that was circulated.

7. Revenue and Expenditure Report (RER): MCBHRS must submit an RER annually.
   a. MCBHRS will complete and submit an ARER to the Department of Healthcare Services and Mental Health Oversight and Accountability Commission by January 31st every year following the end of the reporting fiscal year.
      i. Fiscal will coordinate with Quality Assurance prior to the submission to ensure the ARER match the approved Three-Year Plan and/or Annual Update.
   b. The RER must include;
      i. Administration Expenditures - Actual total expenditures incurred and the revenues received for MHSA administration during the reporting fiscal year.
         1. Shall include system-wide one-time costs that cannot be assigned to a specific program.
      ii. Program expenditures - Actual total expenditures incurred by service or funding category and revenues received during the reporting fiscal year.
         1. Shall include one-time costs associated with a specific program.
      iii. One-Time Expenditures - MCBHRS must report the amount approved, and the actual expenditures incurred during the reporting fiscal year.
         1. Shall be included as either Program Expenditures or Administrative Expenditures.

8. Issue Resolution Process: MCBHRS is required to have a process for stakeholders to resolve concerns

Appendix F: MHSA-General Requirements Policy & Procedure (Page 4 of 4)

regarding the programs and services the MHSA. or receiving and processing of MHSA Grievances, see (Grievance and Appeal P&P).

9. Cost Allocation:
    a. MHSA funds may only be used to pay for mental health programs/services for which there is no other funding source available.
    b. MCBHRS shall NOT use MHSA funds for programs/services provided in juvenile halls and/or county jails except for the purpose of facilitating discharge.
    c. MCBHRS shall NOT provide MHSA funded services to individuals incarcerated in state/federal prisons or for parolless from state/federal prisons.

Responsibilities:

1. Quality Assurance is primarily responsible for drafting the Three Year Plans and Annual Updates with input from supervisors and ensuring the requirements of the CPPP.
2. The Health Services Director is primarily responsible for the implementation and administration of the MHSA funding consistent with the requirement of the MHSA.

Appendices:

1. Grievance log.

Appendix G: Social Worker Supervisor II Job Description (Page 1 of 2)

County of Mariposa

SOCIAL WORKER SUPERVISOR II

DEFINITION
Under direction, employees in this class plan, organize and direct the work of interdisciplinary service staff providing the most advanced social services; and perform related work as required.

SUPERVISION RECEIVED AND EXERCISED
The Social Worker Supervisor II is usually assigned to programs or staff positions that require extensive casework knowledge. Incumbents supervise a unit of caseworkers in specific programs identified as having a high proportion of complex and sensitive casework needs.

EXAMPLES OF ESSENTIAL FUNCTIONS
Plan, assign, direct, and review the work of employees providing the most advanced or complex casework such as adoptions and protective services.

May direct the work of social workers performing less complex services.

Assist in the development of community resources for all programs.

Assist and participate in the development of in-service training and staff development programs.

Refer problems to other agency staff.

Evaluate the effectiveness of policies and procedures.

Represent the social services department at conferences and address community groups.

Evaluate the performance of personnel and take or recommend appropriate courses of action.

May direct research studies and prepare reports.

Enter and retrieve information from an automated computer system.

EMPLOYMENT STANDARDS
Knowledge of:
Functions of public social services agencies and the principles of public social service administration.

Social research methods.

Laws, rules and regulations governing the operation of public social services agencies.

Principles, methods, and resources in the field of public health, mental hygiene, education, correction and rehabilitation as they relate to public social service.

Techniques of supervision, training and casework consultation.

Computer terminology and computer keyboard arrangement.

Principles of community organization.

Appendix G: Social Worker Supervisor II Job Description (Page 2 of 2)

Resources available in the community for referral or utilization in employment or social service programs.

Ability to:
Exercise sound judgment when organizing, directing, and prioritizing unit activities.

Select, train, supervise, evaluate, and discipline subordinate staff.

Classify case problems and evaluate the effectiveness of effort in solving problems.

Apply effective interpersonal skills.

Develop and maintain cooperative relationships with community groups and resource agencies.

Make oral and written presentations clearly and concisely.

Analyze a situation accurately and adopt an effective course of action.

TYPICAL WORKING CONDITIONS
Work is performed primarily in an office environment and includes continuous contact with staff and the public. Work may involve stressful situations and include dealing with erratic and sometimes threatening behavior. Work may include performing emergency response services during non-business hours.

TYPICAL PHYSICAL REQUIREMENTS
Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing to normal range; corrected vision to normal range including ability to distinguish basic colors, shapes and depth perception; verbal communication; use of office equipment including computers and other related peripheral equipment such as printers, telephones, calculators, copiers and FAX.

MINIMUM QUALIFICATIONS
Education:
Master's degree in Social Work or a Master's degree from a two year counseling program.
Definition: Qualifying master's degrees from a two year counseling program are those which include a course of study with emphasis in vocational rehabilitation, family or marriage counseling, gerontology, or a closely related field. Qualifying two-year counseling degree programs must have included an internship or supervised fieldwork and completion of approximately 45 semester or 67 quarter units of graduate level courses. Completion of all of the requirements for a Licensed Marriage and Family Therapist (LMFT) license program may be substituted upon submission of verifying proof.

Experience:
One year of experience performing duties comparable to those of the Merit System Social Worker III or Social Worker IV class.

Additional Requirements:
Possession of a valid California driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another state if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form.

Revision Date: 02/06(B/S Res. 06-73)

Appendix H: Staff Services Analyst I/II Job Description (Page 1 of 6)

County of Mariposa

STAFF SERVICES ANALYST I/II
(non-Merit System Services)

DEFINITION
In the Human Services Department, the Staff Services Analyst I/II classes are responsible for performing professional level analytical duties involving general administrative, fiscal, and/or program analytical work. Incumbents gather, tabulate, analyze, and chart data; interview and consult with departmental officials, employees, community members, contractors, and others to give and receive information; prepare reports and make recommendations on procedures, policies, and program/functional area issues and alternatives; review and analyze proposed legislation and advise management on the potential impact; make decisions in financial, and other administrative systems of average to difficult complexity; prepare correspondence; monitor grants and contracts, and perform other related duties as assigned. Incumbents may supervise clerical and/or technical staff.

The Staff Services Analyst I level is the entry level into the professional Staff Services series. Incumbents work under close supervision. Assignments are generally limited in scope and under the direction of a higher-level employee. As experience is gained, the incumbent is granted more independence from supervision. Most incumbents are expected to promote to the II level after one year of satisfactory performance; however, positions limited to analytical duties of a more routine, repetitive nature will be permanently allocated to the Staff Services Analyst I level.

The Staff Services Analyst II is the journey level in the series. Incumbents work under direction and are responsible for performing the full range of duties at the journey level and working independently. Incumbents may be assigned to perform general duties that encompass a broad scope of administrative analytical functions and areas of responsibility. Staff Services Analyst I/II differs from Staff Services Analyst I/II (MSS) in that the MSS classes are only used for designated and appropriately funded positions under the Merit System Services contract.

SUPERVISION RECEIVED AND EXERCISED
Receives general supervision from assigned supervisory/management staff.

May exercise supervision over assigned staff.

EXAMPLES OF ESSENTIAL FUNCTIONS
These duties may apply to both levels in varying degrees of importance, frequency, or priority.

Performs, coordinates, monitors, and participates in various administrative analytical functions, typically within a departmental program or administrative section.

Appendix G: Staff Services Analyst I/II Job Description (Page 2 of 6)

Plans, identifies, and analyzes program administration problems and develops solutions.

Works with the community, agencies, schools, providers, and contractors on various projects such as program education, outreach, legislation/regulation implementation, etc. including participation on committees and ad hoc groups

Reviews existing and proposed local, state, and federal legislation/regulations for impact on the department's activities; consults with department personnel; develops recommendations; and prepares proposed changes.

Performs departmental quality assurance duties by reviewing/conducting audits, meeting with contractors/vendors for ensuring proper grant/contract performance, evaluating overall program performance, making on-site visits, analyzing time studies and product analyses, etc..

Extracts and reviews data to prepare reports consisting of specific program/caseload data to monitor progress toward goals.

Reviews program updates, letters, and notices for potential impact on various programs and activities; recommends and prepares policy and procedure changes to ensure compliance and provides training on new/revised regulations/policies if needed.

Compiles, maintains, and analyzes data; identifies trends, and makes recommendations involving the formulation of policy and procedures.

Serves as a resource and provides advice and information to supervisors, managers, and other internal staff, the public, contractors, providers, and other agencies in area(s) of assignment including the interpretation and explanation of a variety of programs, policies, rules, and regulations.

Conducts surveys and performs research and statistical analyses on administrative, fiscal, and/or programmatic problems.

Coordinates staff training by determining training needs, working with trainers, scheduling rooms and staff, and evaluating the content and results.

Makes presentations before committees, boards, commissions, departmental staff, advisory groups, or community groups to provide information and recommendations, advocate a position, encourage participation, and/or respond to questions.

Analyzes business process requirements and coordinates with information technology staff and/or consultants to develop automated solutions.

May plan and coordinate the design and implementation of new and revised programs, systems, procedures, methods of operation, and forms.

Appendix G: Staff Services Analyst I/II Job Description (Page 3 of 6)

Compiles materials; prepares analytical reports, manuals, and publications.

Prepares public relations materials (e.g. brochures, informational materials, customer satisfaction surveys).

Provides consultation and recommends solutions regarding research findings, organizational improvement initiatives and related issues concerning departmental effectiveness and goal attainment; evaluates effectiveness through performance measure development and monitoring activities and recommends modifications.

Collaborates with County departments and agencies on cross-functional projects.

Coordinates assigned activities with other departments, divisions, units, and with outside agencies; represents the division or department in committee meetings; responds to complaints and requests for information.

Establishes and maintains positive working relationships with co-workers; representatives of community organizations; state/local agencies and associations; internal management and staff; and the public by utilizing principles of effective customer service.

May supervise clerical and/or technical employees by assigning, monitoring, reviewing, and evaluating their work; may provide training to less experienced staff.

Performs related duties as assigned.

EMPLOYMENT STANDARDS
Note: The level and scope of the knowledge and abilities listed below are related to job duties as distinguished between the two levels in the Definition section.

Knowledge of:
Public and business administration principles and practices.

Pertinent federal, state and local laws, codes, ordinances and regulations.

Methods and techniques involved in conducting analytical studies of administrative and management practices, methods and procedures.

General research practices, techniques, and terminology to conduct research.

A variety of computer software applications, including database, graphics/presentation, word processing and spreadsheet software.

Methods and techniques of report preparation.

Appendix G: Staff Services Analyst I/II Job Description (Page 4 of 6)

English language (i.e., composition, spelling, grammar, and sentence structure).

Project management principles to ensure projects activities are conducted in a fiscally responsible and timely manner.

Principles and practices of effective customer service.

Principles of teamwork and teambuilding in order to work effectively as a member of a team and facilitate effective teamwork.

Principles and practices of leadership and supervision.

Community needs and resources.

Ability to:
Apply program planning principles and techniques to problems and issues.

Analyze a situation or problem, including stressful situations, accurately and objectively in order to identify alternative solutions and determine an effective course of action.

Collect and analyze data and information in order to derive logical conclusions.
Learn and interpret state and federal requirements and regulations that govern human services programs.
Formulate options and make recommendations based on data and information collected.

Analyze policies, procedures, and programs and make effective recommendations.

Make sound decisions and independent judgments within established guidelines.

Read, interpret, and apply a variety of information (e.g. laws, policies, procedures, legislations, directives) in order to provide information and ensure compliance.

Analyze and interpret basic statistics.

Perform arithmetic calculations, including ratios and percentages.

Operate a computer and use common software packages related to the work.

Express information and ideas orally in a clear, concise, organized manner by using proper diction, grammar and volume so that others will understand.

Work effectively with community groups while conducting education and outreach activities.

Appendix G: Staff Services Analyst I/II Job Description (Page 5 of 6)

Monitor contract performance and taken action to correct problems and deficiencies.

Make effective presentations and respond to questions from various groups, including boards, committees, and the public.

Compose business communications (e.g. letters, memos, notices) and reports, policies, and procedures, in a clear, concise, organized, and accurate manner.

Identify problems and central issues.

Reason logically and critically.

Perform, analyze, and document research.

Research legislative issues and read and understand legislation.

Recommend and implement changes/improvements.

Develop and maintain cooperative, effective working relationships with co-workers, representatives of community organizations, state/local agencies and associations, supervisors, internal management staff, employee representatives and the public.

Effectively mediate and resolve conflicts between/with individuals.

Work and interact with a variety of individuals from various socioeconomic, ethnic, and cultural groups in person and by telephone, including situations where relations may be strained or confrontational.

Work independently and accept increasing responsibility.

Prioritize, plan, coordinate, and organize simultaneous work assignments and projects to meet critical and competing deadlines.

Manage projects by developing project budgets, tasks, and timelines to ensure projects meet time and budget guidelines.

Work as a team member by keeping communication open, offering support, sharing knowledge, and contributing to and/or leading team efforts.

May supervise clerical and/or technical employees.

May monitor, plan, direct, assign and review the work of clerical and/or technical employees.

Appendix G: Staff Services Analyst I/II Job Description (Page 6 of 6)

MINIMUM QUALIFICATIONS
Education and Experience:
Staff Services Analyst I
Graduation from an accredited four year college or university with a bachelor's degree.
OR
Two years (60 semester or 90 quarter) of college units and two (2) years of full-time technical level experience involving general administrative, fiscal, or human services program work.

Staff Services Analyst II
Education and Experience:
One (1) year of full-time experience as a Staff Services Analyst I
OR
Graduation from an accredited college or university with a bachelor's degree and one (1) year of full-time professional experience performing general administrative, fiscal, or human services program work.

Substitution: *(Both Staff Services Analyst I and II)*
Additional technical or higher-level experience performing general administrative, fiscal, or human services program support work may substitute for up to two (2) years of the required education on a year-for-year basis.

Additional Requirements: (*Both Staff Services Analyst I and II*)
Possession of a valid California driver's license. Under certain circumstances, the Human Resources Director may accept a valid driver's license from another state if applicant acknowledges his/her intent to acquire a California driver's license within three months by signing an acknowledgement form.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

Creation date: 02/14 (B/S Res. 14-56)
Revision date: 10/17 (B/S Res. 17-676)

Appendix I: Email of MHSA Stakeholder Correspondence (Page 1 of 1)

MHSA Stakeholder Presentation, Flyer and Survey

Jinger Feuerstein <JFeuerstein@mariposacounty.org>
Wed 10/19/2022 2:01 PM

To: first5mariposa@yahoo.com <first5mariposa@yahoo.com>
Bcc: Jinger Feuerstein <JFeuerstein@mariposacounty.org>

2 attachments (666 KB)
MHSA Stakeholder Presentation (23-26) (1).pdf; Mental Health Services Act Flyer.pdf;

Hi Nicki,
I have attached the Mental Health Service Act (MHSA) Stakeholder Presentation, QR code and weblink to the survey. Please pass this on to anyone who would like an opportunity to provide their input and feedback on Mariposa County's mental health programs and services. This can be staff and consumers. We want to reach a broad audience to implement this survey, as this feedback will determine our funding for the next three years. If you have any questions or concerns, please feel free to contact me.

Thank you for your time and participation,
Jinger

You can take the survey through this weblink
https://www.surveymonkey.com/r/BW2HV6W

Or scan this QR code

Health & Human Services Agency
Healthy. Safe. Thriving.

Jinger Feuerstein

Staff Services Analyst I
Health Services Division
Mariposa County Health & Human Services Agency
5362 Lemee Lane
PO Box 99
Mariposa, CA 95338
Direct: (209) 742-0857
Work Cell: (209) 347-6682
Fax: (209) 742-0996
jfeuerstein@mariposacounty.org

Appendix J: MHSA Stakeholder Survey Responses (Page 1 of 10)

Sample 1

Page 1

Q1

Which of the following do you feel has the greatest needs or gaps in mental health services? (Rank in order of importance - 1 being least important, and 4 being the most important.)

Children (0-15 years)	**2**
Youth (16-25 years)	**4**
Adults (26-59 years)	**3**
Older Adults (60+)	**1**

Q2

Which of the following has the greatest needs or gaps in mental health services?

Foster Youth,

Veterans

Q3

Which communities have the greatest need for mental health services?

Mariposa,

Other (please specify):

Midpines

Q4

How much do you agree with the following statements about the overall mental health system in Mariposa County?

Mariposa County has mental health services that meet the needs of the community.	**Don't Know**
Mental health services in Mariposa County are easy for people to access.	**Agree**
The mental health services provided have been helpful to the community.	**Agree**
I am satisfied with the current mental health programs and services available.	**Disagree**
Mariposa County can do more to support those in need of mental health services.	**Agree**

Appendix J: MHSA Stakeholder Survey Responses (Page 2 of 10)

Mental Health Services Act Stakeholder Survey 2023-2026

Q5

Rank the following (1 being the least effective and 6 being the most effective)?

Adult System of Care - Intensive mental health services and supports for the adults and older adults in the community with serious mental illness.	3
Children's System of Care - Intensive mental health services and supports for the children and families in the community with serious emotional disturbances.	4
Mental Health First Aid - Training provided to community to increase recognition of early signs of mental illness.	5
Peer Support - An individual that runs the Wellness Center who has lived experience with mental health illness.	5
Wellness Center - Peer ran activities that help build meaningful relationships.	5
Suicide Prevention Hotline - Operates 24/7, 365 days per year.	5
School Based Early Mental Health Intervention Program - Designed to reduce the negative effects of mental illness.	3
Yosemite National Park Prevention Program - A counselor that provides mental health prevention programs in Yosemite National Park.	4
Mariposa Minds Matter Task Force - A committee that targets stigma reduction and discrimination related to mental health	4
Hope Project - A school-based suicide prevention program that is designed to reach isolated schools in our outlying communities. (Yosemite, El Portal, Don Pedro, Greeley Hill, Cathey's Valley and Wawona)	4

Q6 **Communication about available mental health services**

Mark the reason that best describes what needs improvement from your answers above.

Q7

Rank the following mental health categories in order of the most important to the least important (1 being the least important and 5 being the most important).

Suicide Prevention	5
Reducing stigma and discrimination related to mental health	4
Outreach for recognition of early signs of mental illness	3
Preventative Services	1
Early Intervention Services	2

Appendix J: MHSA Stakeholder Survey Responses (Page 3 of 10)

Mental Health Services Act Stakeholder Survey 2023-2026

Q8

Please provide any additional comments on needs or gaps in mental health services in our community.

Need more clinicians and case managers.

Q9 Which of the following describes you?	**Advocate,** Other (please specify): Counselor
Q10 What is your zip code? 95338	
Q11 Do you live or work in Mariposa County?	**Yes**
Q12 What is your age?	**60+ years old**
Q13 What is your primary Language?	**English**
Q14 What was your gender assigned at birth?	**Male**
Q15 What is your current gender identity?	**Male**
Q16 What is your sexual orientation?	**Heterosexual or straight**
Q17 Are you a veteran?	**No**
Q18 Do you have any of the following disabilities?	**Chronic health conditions**

Mental Health Services Act Stakeholder Survey 2023-2026

Q19 What is your race?	**White**
Q20 What is your ethnicity?	**European**

Appendix J: MHSA Stakeholder Survey Responses (Page 4 of 10)

Sample 2

Page 1

Q1

Which of the following do you feel has the greatest needs or gaps in mental health services? (Rank in order of importance - 1 being least important, and 4 being the most important.)

Children (0-15 years)	**1**
Youth (16-25 years)	**2**
Adults (26-59 years)	**3**
Older Adults (60+)	**4**

Q2 **Homeless**

Which of the following has the greatest needs or gaps in mental health services?

Q3 **Mariposa**

Which communities have the greatest need for mental health services?

Q4

How much do you agree with the following statements about the overall mental health system in Mariposa County?

Mariposa County has mental health services that meet the needs of the community.	**Don't Know**
Mental health services in Mariposa County are easy for people to access.	**Don't Know**
The mental health services provided have been helpful to the community.	**Agree**
I am satisfied with the current mental health programs and services available.	**Disagree**
Mariposa County can do more to support those in need of mental health services.	**Strongly Agree**

Appendix J: MHSA Stakeholder Survey Responses (Page 5 of 10)

Q5

Rank the following (1 being the least effective and 6 being the most effective)?

Adult System of Care - Intensive mental health services and supports for the adults and older adults in the community with serious mental illness.	4
Children's System of Care - Intensive mental health services and supports for the children and families in the community with serious emotional disturbances.	5
Mental Health First Aid - Training provided to community to increase recognition of early signs of mental illness.	6
Peer Support - An individual that runs the Wellness Center who has lived experience with mental health illness.	2
Wellness Center - Peer ran activities that help build meaningful relationships.	2
Suicide Prevention Hotline - Operates 24/7, 365 days per year.	3
School Based Early Mental Health Intervention Program - Designed to reduce the negative effects of mental illness.	5
Yosemite National Park Prevention Program - A counselor that provides mental health prevention programs in Yosemite National Park.	3
Mariposa Minds Matter Task Force - A committee that targets stigma reduction and discrimination related to mental health	4
Hope Project - A school-based suicide prevention program that is designed to reach isolated schools in our outlying communities. (Yosemite, El Portal, Don Pedro, Greeley Hill, Cathey's Valley and Wawona)	3

Q6

Mark the reason that best describes what needs improvement from your answers above.

Communication about available mental health services,

Access to mental health information and services,

Technical access to mental health information and services

,

Location of services or activities provided,

More appropriate levels of care

Appendix J: MHSA Stakeholder Survey Responses (Page 6 of 10)

Q7

Rank the following mental health categories in order of the most important to the least important (1 being the least important and 5 being the most important).

Suicide Prevention	**5**
Reducing stigma and discrimination related to mental health	**2**
Outreach for recognition of early signs of mental illness	**4**
Preventative Services	**1**
Early Intervention Services	**3**

Q8

Please provide any additional comments on needs or gaps in mental health services in our community.

Outreach to bring those in need into existing services and additional services surrounding Community inclusion and socialization to reduce isolation across all ages, but especially the homeless and elderly.

Q9 — **Advocate**

Which of the following describes you?

Q10

What is your zip code?

95338

Q11 — **Yes**

Do you live or work in Mariposa County?

Q12 — **26-59 years old**

What is your age?

Q13 — **English**

What is your primary Language?

Q14 — **Female**

What was your gender assigned at birth?

Q15 — **Female**

What is your current gender identity?

Q16 — **Heterosexual or straight**

What is your sexual orientation?

Q17 — **No**

Are you a veteran?

Q18 — **Decline**

Do you have any of the following disabilities?

Q19 — **White**

What is your race?

Q20 — **Mexican/Mexican American - American/Chicano**

What is your ethnicity?

Appendix J: MHSA Stakeholder Survey Responses (Page 7 of 10)

Sample 3

Page 1

Q1

Which of the following do you feel has the greatest needs or gaps in mental health services? (Rank in order of importance - 1 being least important, and 4 being the most important.)

Children (0-15 years)	**4**
Youth (16-25 years)	**3**
Adults (26-59 years)	**2**
Older Adults (60+)	**1**

Q2

Which of the following has the greatest needs or gaps in mental health services?

Homeless,

LGBTQIA+,

Other (please specify):

Seniors

Q3

Which communities have the greatest need for mental health services?

Coulterville,

Greely Hill,

Don Pedro,

Yosemite,

El Portal,

Wawona,

Fish Camp

Appendix J: MHSA Stakeholder Survey Responses (Page 8 of 10)

Q4

How much do you agree with the following statements about the overall mental health system in Mariposa County?

Mariposa County has mental health services that meet the needs of the community.	**Disagree**
Mental health services in Mariposa County are easy for people to access.	**Agree**
The mental health services provided have been helpful to the community.	**Agree**
I am satisfied with the current mental health programs and services available.	**Disagree**
Mariposa County can do more to support those in need of mental health services.	**Strongly Agree**

Q5

Rank the following (1 being the least effective and 6 being the most effective)?

Adult System of Care - Intensive mental health services and supports for the adults and older adults in the community with serious mental illness.	**4**
Children's System of Care - Intensive mental health services and supports for the children and families in the community with serious emotional disturbances.	**5**
Mental Health First Aid - Training provided to community to increase recognition of early signs of mental illness.	**4**
Peer Support - An individual that runs the Wellness Center who has lived experience with mental health illness.	**4**
Wellness Center - Peer ran activities that help build meaningful relationships.	**4**
Suicide Prevention Hotline - Operates 24/7, 365 days per year.	**5**
School Based Early Mental Health Intervention Program - Designed to reduce the negative effects of mental illness.	**5**
Yosemite National Park Prevention Program - A counselor that provides mental health prevention programs in Yosemite National Park.	**1**
Mariposa Minds Matter Task Force - A committee that targets stigma reduction and discrimination related to mental health	**4**
Hope Project - A school-based suicide prevention program that is designed to reach isolated schools in our outlying communities. (Yosemite, El Portal, Don Pedro, Greeley Hill, Cathey's Valley and Wawona)	**4**

Appendix J: MHSA Stakeholder Survey Responses (Page 9 of 10)

Mental Health Services Act Stakeholder Survey 2023-2026

Q6

Mark the reason that best describes what needs improvement from your answers above.

Communication about available mental health services,

Technical access to mental health information and services

,

Location of services or activities provided,

More appropriate levels of care,

Other (please specify):

Being a rural area, connectivity issues are serious barriers.

Q7

Rank the following mental health categories in order of the most important to the least important (1 being the least important and 5 being the most important).

Suicide Prevention	**3**
Reducing stigma and discrimination related to mental health	**1**
Outreach for recognition of early signs of mental illness	**4**
Preventative Services	**2**
Early Intervention Services	**5**

Q8

Please provide any additional comments on needs or gaps in mental health services in our community.

Transportation. Case management/outreach to Seniors/Shut-ins. More effective communication and coordination.

Q9

Which of the following describes you?

Respondent skipped this question

Q10

What is your zip code?

Respondent skipped this question

Q11

Do you live or work in Mariposa County?

Respondent skipped this question

Q12

What is your age?

Respondent skipped this question

Q13

What is your primary Language?

Respondent skipped this question

Appendix J: MHSA Stakeholder Survey Responses (Page 10 of 10)

Mental Health Services Act Stakeholder Survey 2023-2026

Q14 Respondent skipped this question

What was your gender assigned at birth?

Q15 Respondent skipped this question

What is your current gender identity?

Q16 Respondent skipped this question

What is your sexual orientation?

Q17 Respondent skipped this question

Are you a veteran?

Q18 Respondent skipped this question

Do you have any of the following disabilities?

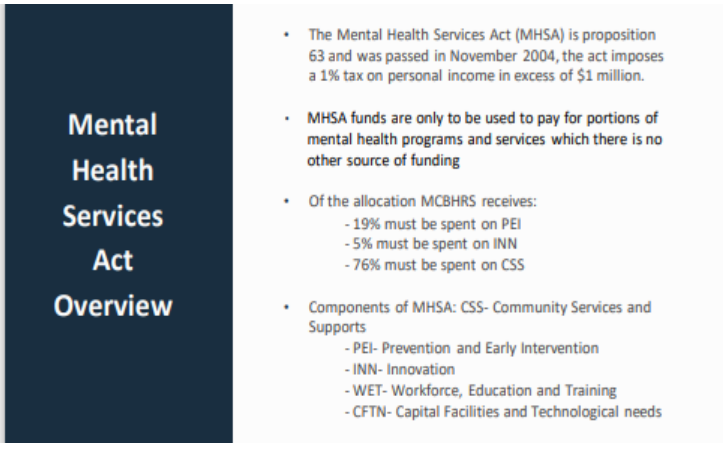
Q19 Respondent skipped this question

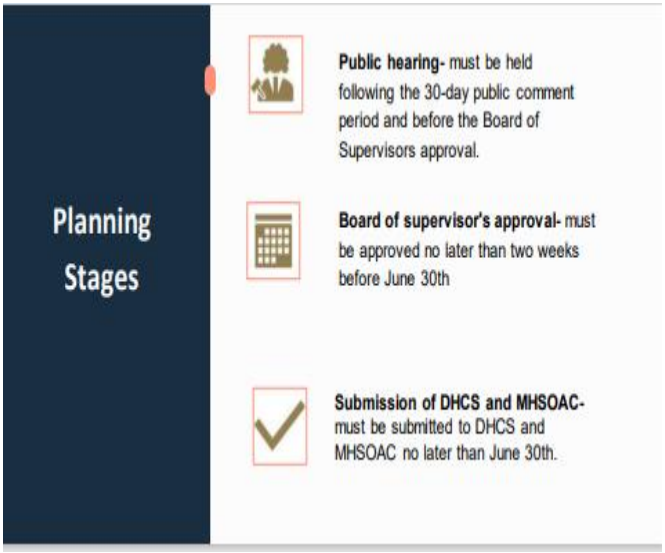
What is your race?

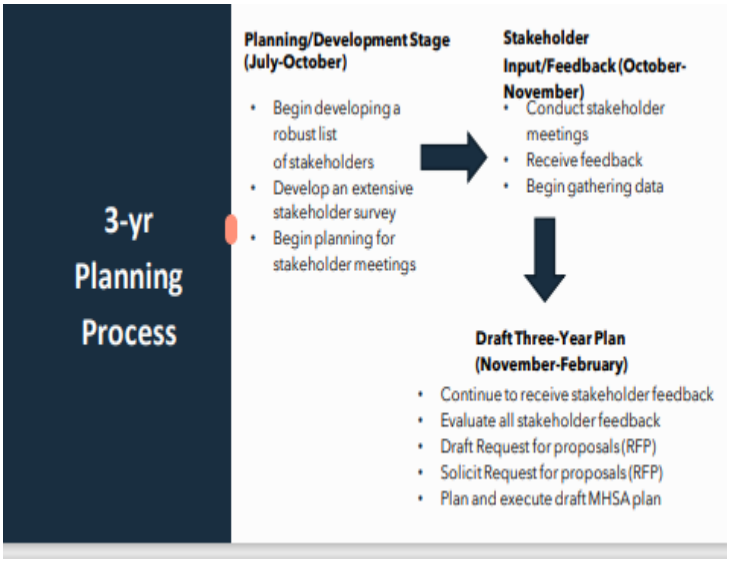
Q20 Respondent skipped this question

What is your ethnicity?

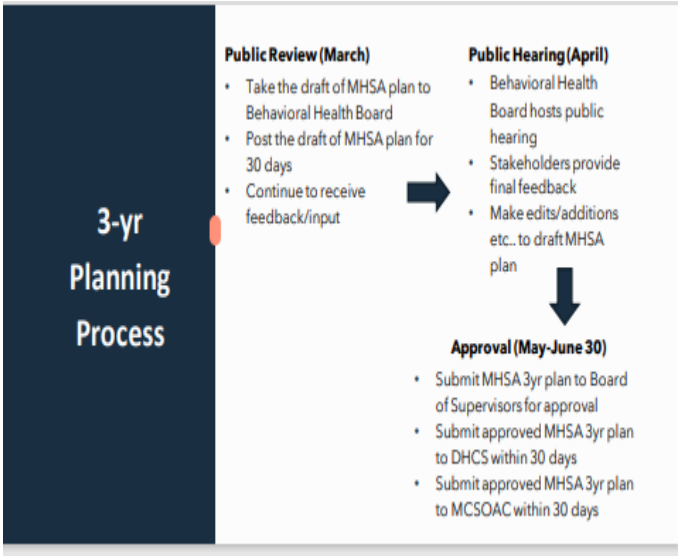
Appendix K: MHSA CPPP Staff Training PowerPoint (Page 1 of 2)

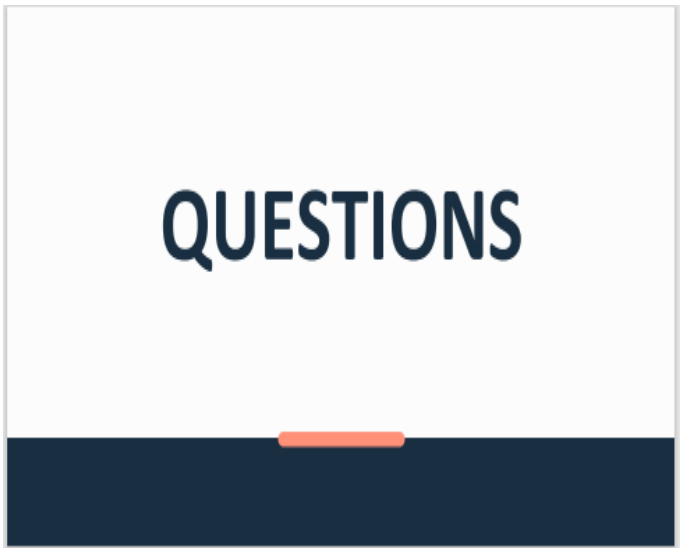




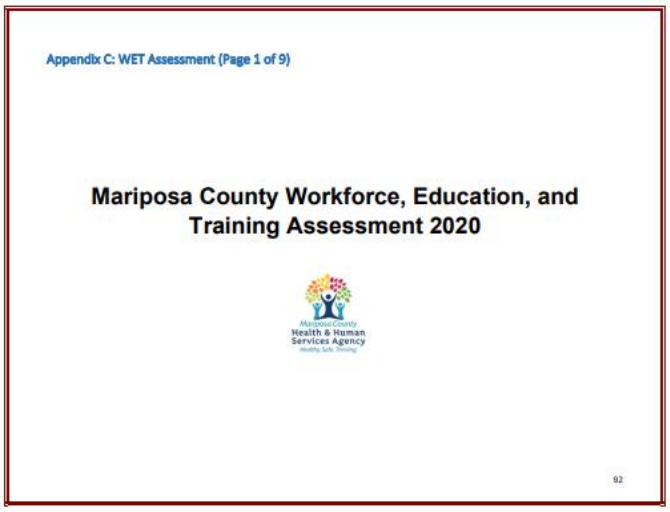


Appendix K: MHSA CPPP Staff Training PowerPoint (Page 2 of 2)





Appendix L: 2020 WET Assessment (Page 1 of 2)



Appendix C: WET Assessment (Page 1 of 9)

Mariposa County Workforce, Education, and Training Assessment 2020

Mariposa County Health & Human Services Agency

92

Appendix C: WET Assessment (Page 2 of 9)

EXHIBIT 1: WORKFORCE FACE SHEET

Mariposa County Mental Health Services Act (MHSA) Workforce Education and Training Component – Workforce Assessment

County: Mariposa **Date:** February 28th, 2020

This County's Workforce, Education and Training component of the Three Year Program and Expenditure Plan will address, when fully implemented, the shortage of qualified individuals who provide services in this County's Public Mental Health System. This includes community based organizations and individuals in solo or small group practices who provide publicly funded mental health services to the degree they comprise this County's Public Mental Health System workforce.

Mariposa County's Workforce Education and Training (WET) Plan will be consistent with and supportive of the vision, values, mission, goals, objectives and proposed actions of California's MHSA Workforce Education and Training Five-Year Strategic Plan (Five-Year Plan

Funds do not supplant existing workforce development and/or education and training activities. Funding will also be used to modify and/or expand existing programs and services to fully meet the fundamental principles contained in the Act.

All proposed programs and activities contribute to developing and maintaining a culturally competent workforce, to include individuals with client and family member experience who are capable of providing client and family-driven services that promote wellness, recovery, and resiliency, leading to measurable, values-driven outcomes.

The WET Plan will be developed with stakeholders and public participation. Progress and outcomes of education and training programs will be reported and shared on an annual basis with stakeholders.

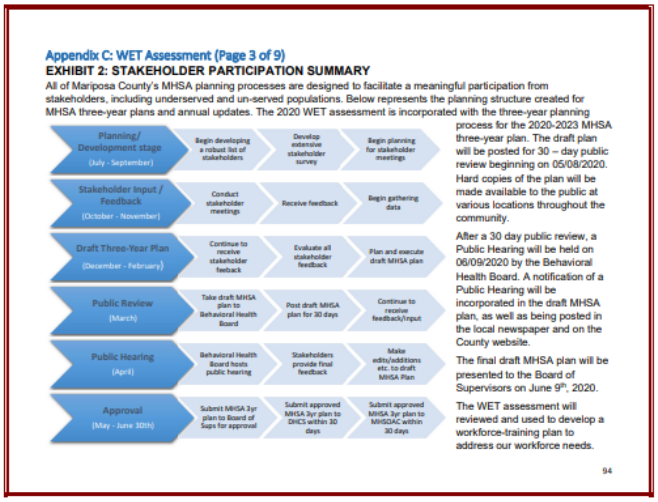
County Mental Health Director

Printed Name: Chevon Kothari **Signature:** _____

Phone: 209-966-2000 **Email:** ckothari@mariposahsc.org **Address:** PO Box 99, Mariposa, CA 95338

Contact Person: Laura Glenn ---- Phone: 209-742-0823 --- Email: lglenn@mariposahsc.org

93



Appendix C: WET Assessment (Page 3 of 9)

EXHIBIT 2: STAKEHOLDER PARTICIPATION SUMMARY

All of Mariposa County's MHSA planning processes are designed to facilitate a meaningful participation from stakeholders, including underserved and un-served populations. Below represents the planning structure created for MHSA three-year plans and annual updates. The 2020 WET assessment is incorporated with the three-year planning process for the 2020-2023 MHSA three-year plan. The draft plan will be posted for 30 – day public review beginning on 05/08/2020. Hard copies of the plan will be made available to the public at various locations throughout the community.

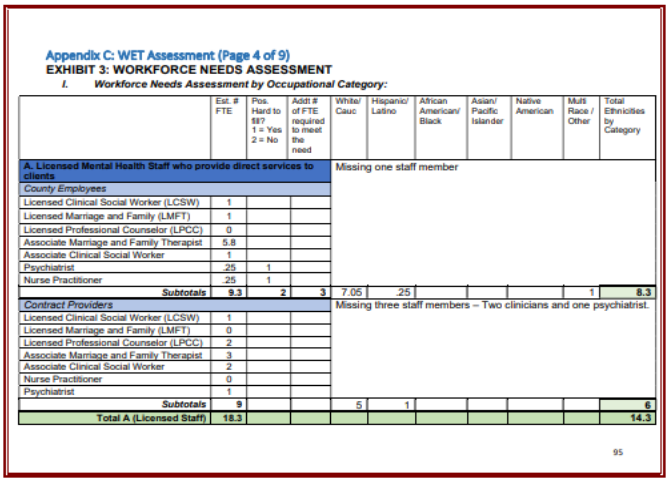
- Planning/ Development stage (July - September): Begin developing a robust list of stakeholders; Develop extensive stakeholder survey; Begin planning for stakeholder meetings
- Stakeholder Input / Feedback (October - November): Conduct stakeholder meetings; Receive feedback; Begin gathering data
- Draft Three-Year Plan (December - February): Continue to receive stakeholder feeback; Evaluate all stakeholder feedback; Plan and execute draft MHSA plan
- Public Review (March): Take draft MHSA plan to Behavioral Health Board; Post draft MHSA plan for 30 days; Continue to receive feedback/input
- Public Hearing (April): Behavioral Health Board hosts public hearing; Stakeholders provide final feedback; Make edits/additions etc. to draft MHSA Plan
- Approval (May - June 30th): Submit MHSA 3yr plan to Board of Sups for approval; Submit approved MHSA 3yr plan to DHCS within 30 days; Submit approved MHSA 3yr plan to MHSOAC within 30 days

After a 30 day public review, a Public Hearing will be held on 06/09/2020 by the Behavioral Health Board. A notification of a Public Hearing will be incorporated in the draft MHSA plan, as well as being posted in the local newspaper and on the County website.

The final draft MHSA plan will be presented to the Board of Supervisors on June 9th, 2020.

The WET assessment will reviewed and used to develop a workforce-training plan to address our workforce needs.

94



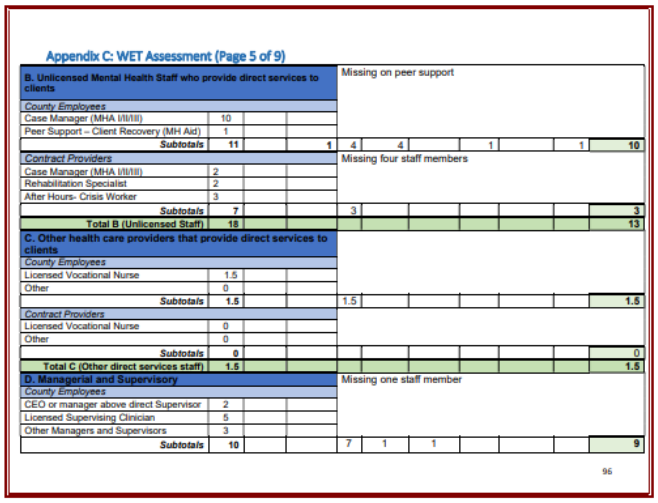
Appendix C: WET Assessment (Page 4 of 9)

EXHIBIT 3: WORKFORCE NEEDS ASSESSMENT

I. Workforce Needs Assessment by Occupational Category:

	Est. # FTE	Pos. Hard to fill? 1 = Yes 2 = No	Addt # of FTE required to meet the need	White/ Cauc	Hispanic/ Latino	African American/ Black	Asian/ Pacific Islander	Native American	Multi Race / Other	Total Ethnicities by Category
A. Licensed Mental Health Staff who provide direct services to clients				Missing one staff member						
County Employees										
Licensed Clinical Social Worker (LCSW)	1									
Licensed Marriage and Family (LMFT)	1									
Licensed Professional Counselor (LPCC)	0									
Associate Marriage and Family Therapist	5.8									
Associate Clinical Social Worker	1									
Psychiatrist	.25	1								
Nurse Practitioner	.25	1								
Subtotals	**9.3**	**2**	**3**	7.05	.25				1	**8.3**
Contract Providers				Missing three staff members – Two clinicians and one psychiatrist.						
Licensed Clinical Social Worker (LCSW)	1									
Licensed Marriage and Family (LMFT)	0									
Licensed Professional Counselor (LPCC)	2									
Associate Marriage and Family Therapist	3									
Associate Clinical Social Worker	2									
Nurse Practitioner	0									
Psychiatrist	1									
Subtotals	**9**			5	1					**6**
Total A (Licensed Staff)	**18.3**									**14.3**

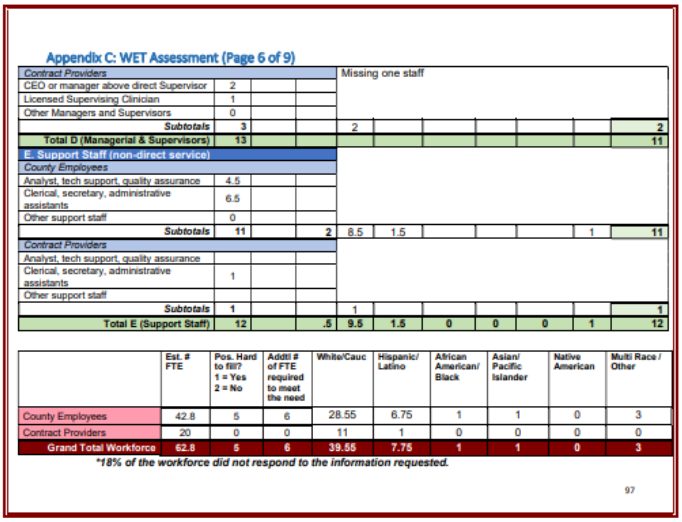
95



Appendix C: WET Assessment (Page 5 of 9)

B. Unlicensed Mental Health Staff who provide direct services to clients				Missing on peer support						
County Employees										
Case Manager (MHA I/II/III)	10									
Peer Support – Client Recovery (MH Aid)	1									
Subtotals	**11**		**1**	4	4		1		1	**10**
Contract Providers				Missing four staff members						
Case Manager (MHA I/II/III)	2									
Rehabilitation Specialist	2									
After Hours- Crisis Worker	3									
Subtotals	**7**			3						**3**
Total B (Unlicensed Staff)	**18**									**13**
C. Other health care providers that provide direct services to clients										
County Employees										
Licensed Vocational Nurse	1.5									
Other	0									
Subtotals	**1.5**			1.5						**1.5**
Contract Providers										
Licensed Vocational Nurse	0									
Other	0									
Subtotals	**0**									**0**
Total C (Other direct services staff)	**1.5**									**1.5**
D. Managerial and Supervisory				Missing one staff member						
County Employees										
CEO or manager above direct Supervisor	2									
Licensed Supervising Clinician	5									
Other Managers and Supervisors	3									
Subtotals	**10**			7	1	1				**9**

96



Appendix C: WET Assessment (Page 6 of 9)

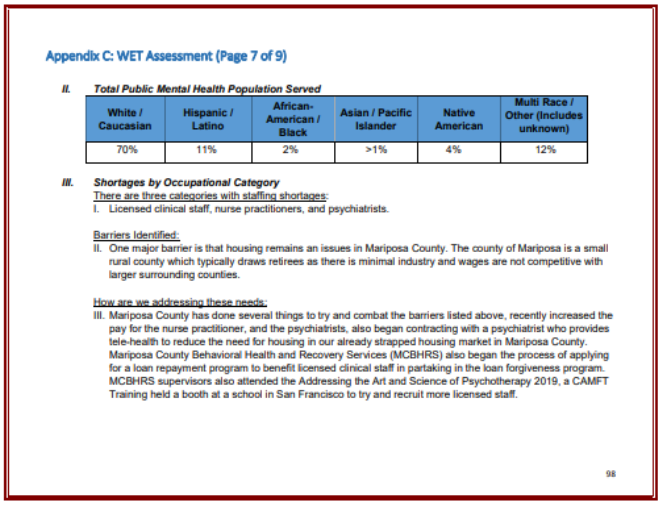
Contract Providers				Missing one staff						
CEO or manager above direct Supervisor	2									
Licensed Supervising Clinician	1									
Other Managers and Supervisors	0									
Subtotals	**3**			2						**2**
Total D (Managerial & Supervisors)	**13**									**11**
E. Support Staff (non-direct service)										
County Employees										
Analyst, tech support, quality assurance	4.5									
Clerical, secretary, administrative assistants	6.5									
Other support staff	0									
Subtotals	**11**		**2**	8.5	1.5				1	**11**
Contract Providers										
Analyst, tech support, quality assurance										
Clerical, secretary, administrative assistants	1									
Other support staff										
Subtotals	**1**			1						**1**
Total E (Support Staff)	**12**		**.5**	**9.5**	**1.5**	**0**	**0**	**0**	**1**	**12**

	Est. # FTE	Pos. Hard to fill? 1 = Yes 2 = No	Addt # of FTE required to meet the need	White/Cauc	Hispanic/ Latino	African American/ Black	Asian/ Pacific Islander	Native American	Multi Race / Other
County Employees	42.8	5	6	28.55	6.75	1	1	0	3
Contract Providers	20	0	0	11	1	0	0	0	0
Grand Total Workforce	**62.8**	**5**	**6**	**39.55**	**7.75**	**1**	**1**	**0**	**3**

****18% of the workforce did not respond to the information requested.***

97

Appendix L: 2020 WET Assessment (Page 2 of 2)



Appendix C: WET Assessment (Page 7 of 9)

II. *Total Public Mental Health Population Served*

White / Caucasian	Hispanic / Latino	African-American / Black	Asian / Pacific Islander	Native American	Multi Race / Other (Includes unknown)
70%	11%	2%	>1%	4%	12%

III. *Shortages by Occupational Category*

There are three categories with staffing shortages:

I. Licensed clinical staff, nurse practitioners, and psychiatrists.

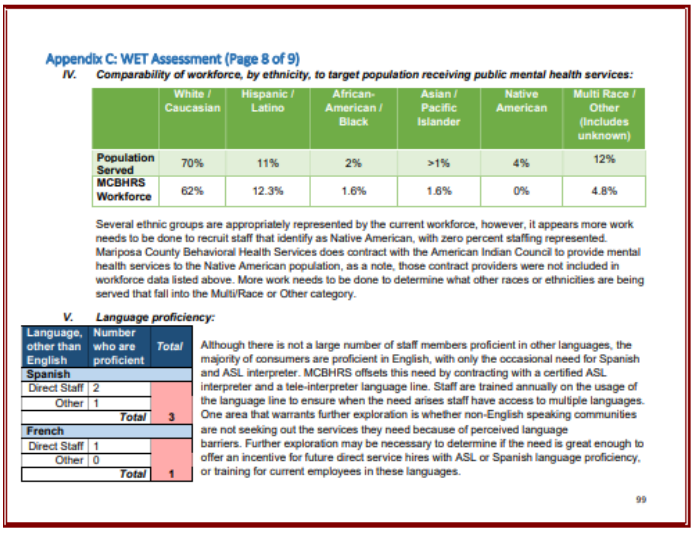
Barriers Identified:

II. One major barrier is that housing remains an issues in Mariposa County. The county of Mariposa is a small rural county which typically draws retirees as there is minimal industry and wages are not competitive with larger surrounding counties.

How are we addressing these needs:

III. Mariposa County has done several things to try and combat the barriers listed above, recently increased the pay for the nurse practitioner, and the psychiatrists, also began contracting with a psychiatrist who provides tele-health to reduce the need for housing in our already strapped housing market in Mariposa County. Mariposa County Behavioral Health and Recovery Services (MCBHRS) also began the process of applying for a loan repayment program to benefit licensed clinical staff in partaking in the loan forgiveness program. MCBHRS supervisors also attended the Addressing the Art and Science of Psychotherapy 2019, a CAMFT Training held a booth at a school in San Francisco to try and recruit more licensed staff.

98



Appendix C: WET Assessment (Page 8 of 9)

IV. *Comparability of workforce, by ethnicity, to target population receiving public mental health services:*

	White / Caucasian	Hispanic / Latino	African-American / Black	Asian / Pacific Islander	Native American	Multi Race / Other (Includes unknown)
Population Served	70%	11%	2%	>1%	4%	12%
MCBHRS Workforce	62%	12.3%	1.6%	1.6%	0%	4.8%

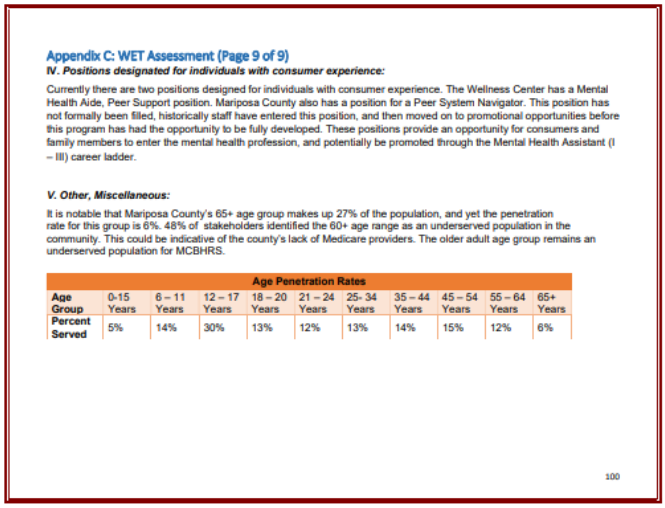
Several ethnic groups are appropriately represented by the current workforce, however, it appears more work needs to be done to recruit staff that identify as Native American, with zero percent staffing represented. Mariposa County Behavioral Health Services does contract with the American Indian Council to provide mental health services to the Native American population, as a note, those contract providers were not included in workforce data listed above. More work needs to be done to determine what other races or ethnicities are being served that fall into the Multi/Race or Other category.

V. *Language proficiency:*

Language, other than English	Number who are proficient	Total
Spanish		
Direct Staff	2	
Other	1	
Total		3
French		
Direct Staff	1	
Other	0	
Total		1

Although there is not a large number of staff members proficient in other languages, the majority of consumers are proficient in English, with only the occasional need for Spanish and ASL interpreter. MCBHRS offsets this need by contracting with a certified ASL interpreter and a tele-interpreter language line. Staff are trained annually on the usage of the language line to ensure when the need arises staff have access to multiple languages. One area that warrants further exploration is whether non-English speaking communities are not seeking out the services they need because of perceived language barriers. Further exploration may be necessary to determine if the need is great enough to offer an incentive for future direct service hires with ASL or Spanish language proficiency, or training for current employees in these languages.

99



Appendix C: WET Assessment (Page 9 of 9)

IV. Positions designated for individuals with consumer experience:

Currently there are two positions designed for individuals with consumer experience. The Wellness Center has a Mental Health Aide, Peer Support position. Mariposa County also has a position for a Peer System Navigator. This position has not formally been filled, historically staff have entered this position, and then moved on to promotional opportunities before this program has had the opportunity to be fully developed. These positions provide an opportunity for consumers and family members to enter the mental health profession, and potentially be promoted through the Mental Health Assistant (I – III) career ladder.

V. Other, Miscellaneous:

It is notable that Mariposa County's 65+ age group makes up 27% of the population, and yet the penetration rate for this group is 6%. 48% of stakeholders identified the 60+ age range as an underserved population in the community. This could be indicative of the county's lack of Medicare providers. The older adult age group remains an underserved population for MCBHRS.

Age Penetration Rates										
Age Group	0-15 Years	6 – 11 Years	12 – 17 Years	18 – 20 Years	21 – 24 Years	25- 34 Years	35 – 44 Years	45 – 54 Years	55 – 64 Years	65+ Years
Percent Served	5%	14%	30%	13%	12%	13%	14%	15%	12%	6%

100

Appendix M: Personal Services Agreement – Syracuse University and Mariposa County (PADS) (Page 1 of 14)

PERSONAL SERVICES AGREEMENT BETWEEN
SYRACUSE UNIVERSITY AND THE COUNTY OF _____

This **Agreement** is made by and between the County of _____ a political subdivision of the State of California (hereinafter "COUNTY") and Syracuse University, on behalf of its Burton Blatt Institute (hereinafter "UNIVERSITY"). COUNTY and UNIVERSITY being collectively referred to as the "Parties" and each individually a "Party."

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

1.01 The COUNTY hereby engages UNIVERSITY to perform, and UNIVERSITY hereby agrees to perform, the services described in **Exhibit A, Statement of Work,** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

1.02 The Psychiatric Advance Directives Project (PADS), a multi-county collaborative mental health services act innovation project in the State of California, will engage UNIVERSITY, whose Burton Blatt Institute has expertise in the field of evaluation, disability rights, technology, and legislative efforts at the request of counties may assist in the development and implementation of the PADS Project. Professor Peter Blanck, PhD., J.D. of the Burton Blatt Institute will lead these efforts on behalf of the UNIVERSITY. In addition, UNIVERSITY will provide fiscal and administrative support and oversight of PADS UNIVERSITY subcontractors and/or consultants.

2.0 PAYMENT PROVISIONS.

2.01 COUNTY shall pay the UNIVERSITY in accordance with the payment provisions set forth in **Exhibit A** subject to the limitations set forth in this Agreement.

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from January 1, 2022 to June 30, 2025 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both UNIVERSITY and COUNTY and with COUNTY signing last, and **UNIVERSITY may not commence work before COUNTY signs this Agreement.**

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

4.01 The following attached exhibit is incorporated herein by reference and constitute a part of this Agreement: **Exhibit A, Statement of Work,** which includes the following components: 1) Scope of Services, 2) Approved Budget, including budget detail and budget narrative, and 3) Payment Terms**.**

Appendix M: Personal Services Agreement-Syracuse University & Mariposa County (PADS) (Page 2 of 14)

5.0 PERFORMANCE STANDARDS.

5.01 UNIVERSITY provides reasonable assurance that UNIVERSITY and UNIVERSITY's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and, to the best of its knowledge, are not employees of the COUNTY, or immediate family of an employee of the COUNTY.

5.02 UNIVERSITY, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 UNIVERSITY shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. UNIVERSITY shall not use COUNTY premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in Paragraph 6.02. In no event shall the maximum amount payable under this Agreement exceed $_____.

6.02 Negotiations for rate changes shall be commenced, by UNIVERSITY, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the COUNTY and the UNIVERSITY.

6.03 UNIVERSITY shall submit such invoice not more frequently than monthly, but at least quarterly, or at the completion of services, but in any event, not later than 60 days after completion of services.

6.04 UNIVERSITY's invoice shall be on a form approved or supplied by COUNTY and provide such information as is required by COUNTY. Payments to UNIVERSITY should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice.

6.05 All invoices to COUNTY shall be supported, at UNIVERSITY, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records and records of services will be provided upon request.

6.06 County may withhold or delay any payment if UNIVERSITY fails to comply with any provision of the Contract.

6.07 COUNTY shall not reimburse UNIVERSITY for services provided beyond the expiration and/or termination of the Contract, except as may otherwise be provided under the Contract, or specifically agreed upon in a subsequent Contract.

6.08 Payment Terms specific to the services provided by the UNIVERSITY are located in Exhibit A, Statement of Work, of this Agreement. To the extent inconsistency exists between Article 6.0, Payment Conditions, and Exhibit A Payment Terms of this Agreement, the Payment Terms of Exhibit A shall prevail in the order of precedence.

7.0 TERMINATION.

7.01 During the term of this Agreement, either Party may terminate the Agreement with cause, with 30 calendar days written prior notice to the other Party. "Cause" shall include, but is not limited to, the failure of UNIVERSITY to perform the required services in a manner materially inconsistent with this Agreement. In the event of termination for cause, the Party alleged to be in failure of performance shall have 20 calendar days from the date of notice to cure the stated failure in performance ("Cure Period"). To the extent a longer period of cure may be reasonably necessary, the Parties may agree to extend the Cure Period beyond the initial 20 calendar days. If the Party fails to cure the breach within the Cure Period, or its extension as applicable, the Agreement shall be deemed terminated as of the date the Cure Period expires.

7.02 In the event of termination for cause by COUNTY, the amount payable to UNIVERSITY under this Agreement shall be reduced in proportion to the services provided, including non-cancelable commitments, prior to the date of termination. In the event of termination for cause, the County may proceed with the work in any manner which the County deems proper. Any costs incurred by and/or owed to the County as a result of the termination for cause, including procuring a new provider to complete the Agreement, shall be deducted from any sum due the UNIVERSITY under this Agreement.

7.03 The County reserves the right to terminate this Agreement without cause upon 30 calendar days prior written notice to UNIVERSITY. In the event of such a termination, the UNIVERSITY shall be paid for all work performed, all costs incurred, and all non-cancelable commitments in place up to and including the date of termination. The UNIVERSITY may terminate this Agreement without cause in the event of the departure from employment of UNIVERSITY key personnel, such that UNIVERSITY would no longer possess the expertise to the complete the services hereunder.

7.04 The County's payments to UNIVERSITY under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to UNIVERSITY, and the obligations of the Parties under this Agreement shall terminate immediately, or on such date thereafter as the County may specify in its notice, unless in the meanwhile the patties enter into a written amendment modifying this Agreement. In the event of such a termination, County shall pay UNIVERSITY for all services provided and any non-cancelable commitments made prior to the date of termination.

Appendix M: Personal Services Agreement-Syracuse University & Mariposa County (PADS) (Page 4 of 14)

8.0 INDEMNIFICATION.

8.01 UNIVERSITY shall indemnify, defend with counsel approved in writing by County, and hold harmless the County, its officers, agents, and employees from and against any and all third-party claims, liabilities and losses arising out of or related to the UNIVERSITY's negligence or more culpable conduct in connection with the UNIVERSITY's performance of work under this Agreement (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees), unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County.

9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the UNIVERSITY shall provide a "Certificate of Insurance" or evidence of self-insurance certifying that all coverage and endorsements as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

UNIVERSITY agrees to keep such insurance coverage, Certificates of Insurance, evidence of self-insurance and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of UNIVERSITY pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for UNIVERSITY.

UNIVERSITY shall ensure that all subcontractors performing work on behalf of UNIVERSITY pursuant to this Contract shall be covered under UNIVERSITY's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for UNIVERSITY. UNIVERSITY shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from UNIVERSITY under this Contract. It is the obligation of UNIVERSITY to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by UNIVERSITY through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department unless otherwise directed. The UNIVERSITY shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the UNIVERSITY.

9.02 Qualifying Insurers:

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VIII, according to the current A.M. Best's Key Rating Guide or a company of equal financial stability.

Appendix M: Personal Services Agreement-Syracuse University & Mariposa County (PADS) (Page 5 of 14)

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

9.03 Insurance Coverage Requirements: Without limiting UNIVERSITY's duty to indemnify, UNIVERSITY shall maintain in effect throughout the term of this Agreement a policy or policies of insurance or self-insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

Professional Liability Insurance, $1,000,000 per claims made with $1,000,000 aggregate.

Workers' Compensation Insurance, if UNIVERSITY employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer' s Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date UNIVERSITY completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit cancellation or intended non-renewal thereof. UNIVERSITY shall notify County in writing within thirty ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

Each policy shall provide coverage for UNIVERSITY and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements. Commercial general liability shall provide an endorsement naming the County of _____, its elected and appointed officials, officers, agents, and

Appendix M: Personal Services Agreement-Syracuse University & Mariposa County (PADS) (Page 6 of 14)

employees as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT with respect to liability arising out of the UNIVERSITY's work, including ongoing and completed operations and shall further provide that such insurance is primary. Any insurance or self-insurance maintained by the County shall be excess and non-contributing. and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the UNIVERSITY'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000) or a form at least as broad. The required endorsement for primary non-contributing is ISO form CG 20 01 04 13, or a form at least as broad.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of _____, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of _____, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Prior to the execution of this Agreement by the County, UNIVERSITY shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the UNIVERSITY has in effect the insurance required by this Agreement. The UNIVERSITY shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file.

Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

UNIVERSITY shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify UNIVERSITY and UNIVERSITY shall have five business days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by UNIVERSITY to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars ($50,000) shall specifically be approved by the County's Risk Manager, or designee, upon

review of University's current audited financial report. If University's SIR is approved, University, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:

1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from University's, its agents, employee's or subcontractor's performance of this Agreement, University shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
2) University's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the University's SIR provision shall be interpreted as though the Agreement was an insurer and the County was the insured.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of _____ Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

If the University fails to maintain insurance acceptable to the County for the full term of this Agreement, the County may terminate this Agreement for cause.

10.0 RECORDS AND CONFIDENTIALITY.

10.01 Confidentiality. UNIVERSITY and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. UNIVERSITY shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement unless County specifically permits UNIVERSITY to disclose such records or information, provided, however, that UNIVERSITY may make any disclosures required by and law and respond to a subpoena lawfully issued by a court of competent jurisdiction. UNIVERSITY shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. UNIVERSITY shall not use any confidential information gained by UNIVERSITY in the performance of this Agreement except for the sole purpose

of carrying out UNIVERSITY's obligations under this Agreement.

10.02 County Records. When this Agreement expires or terminates UNIVERSITY shall upon County's request, return to County any County records which UNIVERSITY used or received from County to perform services under this Agreement.

10.03 Maintenance of Records. UNIVERSITY shall prepare, maintain, and preserve all reports and records that may be required by federal, state and County rules and regulations related to services performed under this Agreement. UNIVERSITY shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception or other action relating to this Agreement is pending at the end of the three year period, then UNIVERSITY shall retain said records until such action is resolved.

10.04 Access to and Audit of Records. With reasonable prior written notice, and at times during UNIVERSITY's normal business hours, the County shall have the right to examine, monitor and audit those records, documents, conditions and activities of the UNIVERSITY and its subcontractors that are directly related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the Parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 Royalties and Inventions. County shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced by UNIVERSITY under this Agreement. UNIVERSITY shall not publish any material containing any confidential information the County disclosed in connection with this Agreement without the prior written approval of County.

11.0 NON-DISCRIMINATION.

11.01 Non-Discrimination. In the performance of this Contract, UNIVERSITY agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. UNIVERSITY acknowledges that a violation of this provision shall subject UNIVERSITY to penalties pursuant to Section 1741 of the California Labor Code.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the

grantee, UNIVERSITY will comply with all the provisions of said contract, to the extent applicable to UNIVERSITY as a subgrantee under said contract and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to UNIVERSITY, at no cost to UNIVERSITY.

13.0 INDEPENDENT CONTRACTOR.

13.01 In the performance of work, duties, and obligations under this Agreement, UNIVERSITY is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and UNIVERSITY shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. UNIVERSITY shall be solely liable for and obligated to pay directly all applicable taxes including federal and state income taxes and social security, arising out of UNIVERSITY's performance of this Agreement. In connection therewith, UNIVERSITY shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of UNIVERSITY' s failure to pay such taxes.

14.0 NOTICES.

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and UNIVERSITY' S contract administrators at the addresses listed below:

FOR COUNTY	**FOR UNIVERSITY**
Lesa Weinert 200 W. Santa Ana Blvd., Suite #650 Santa Ana, CA 92701	Stuart Taub, Director 211 Lyman Hall Syracuse, NY 13244
714-834-5244	315-443-9356

15.0 MISCELLANEOUS PROVISIONS.

UNIVERSITY shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to UNIVERSITY, this obligation shall apply to UNIVERSITY's employees, agents, and subcontractors associated with the provision of goods and services provided under this Agreement. UNIVERSITY's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

Appendix M: Personal Services Agreement-Syracuse University & Mariposa County (PADS) (Page 10 of 14)

15.01 Consent to Breach Not Waiver: No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the UNIVERSITY.

15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the UNIVERSITY. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

15.04 UNIVERSITY. The term "UNIVERSITY" as used in this Agreement includes UNIVERSITY's officers, agents and employees acting on UNIVERSITY's behalf in the performance of this Agreement.

15.05 Dispute Resolution. Any dispute or disagreement among the Parties in relation to this Agreement (a "Dispute") shall initially be referred to senior representatives of each Party with authority to resolve such Dispute, who shall use good faith efforts to resolve such Dispute. In the event that the parties' representatives are unable to resolve a Dispute pursuant to the foregoing sentence within thirty (30) days, before resorting to any other legal remedy (other than provisional equitable remedies such as temporary injunction and/or restraining order), the parties shall attempt in good faith to resolve any such controversy or claim by mediation before and in compliance with the rules established by any mutually acceptable alternative dispute resolution organization, including, but not limited to the CPR Institute for Dispute Resolution ("CPR"). If the matter has not been resolved by mediation within sixty (60) days of the commencement of such procedure (which period may be extended by mutual agreement), either party may seek relief in a court of competent jurisdiction.

15.06 Successors and Assignment. The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by UNIVERSITY without the express written consent of County. Any attempt by UNIVERSITY to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

15.07 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.09 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and UNIVERSITY expressly reserve the right to contract with other entities for the same or similar services.

Appendix M: Personal Services Agreement-Syracuse University & Mariposa County (PADS) (Page 11 of 14)

15.13 Construction of Agreement. The County and UNIVERSITY agree that each Party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15 Authority. Any individual executing this Agreement on behalf of the County, or the UNIVERSITY represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the patty to the terms and conditions of this Agreement.

15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the UNIVERSITY with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the UNIVERSITY as of the effective date of this Agreement which is the date that the County signs the Agreement.

15.17 Interpretation of Conflicting Provisions. Except for Article 6.00 Payment Provisions, where Exhibit A Payment Terms shall prevail, in the event of any conflict or inconsistency between any other provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

15.18 Force Majeure. The UNIVERSITY will not be liable for any failure or delay in performing its obligations under this Agreement due to any cause, event or circumstance beyond its or its subcontractors' reasonable control, including without limitation, acts of God, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of public utilities or internet service providers, natural catastrophes, governmental acts or omissions or fire. County acknowledges and agrees that COVID-19 is and shall continue to be a force majeure event to the extent that any law, regulation, governmental order, quarantine requirement or health or safety concern affects the UNIVERSITY's or its subcontractors' ability to perform the services set forth in this Agreement.

15.19 Severability. If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

15.20 Debarment. UNIVERSITY shall certify that neither UNIVERSITY nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any federal department or agency. Where UNIVERSITY as the recipient of federal funds, is unable to certify to any of the statements in the certification, UNIVERSITY must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any federal department or agency may result in the bid/proposal being deemed non-responsible.

Appendix M: Personal Services Agreement-Syracuse University & Mariposa County (PADS) (Page 12 of 14)

15.21 Lobbying. On best information and belief, UNIVERSITY certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, UNIVERSITY to any person for influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

15.22 Taxes. Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the UNIVERSITY.

15.23 Patent/Copyright Materials/Proprietary Infringement. Unless otherwise expressly provided in this Contract, UNIVERSITY shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. UNIVERSITY warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. UNIVERSITY agrees that, in accordance with the more specific requirement contained in Section 8, above, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such infringement claims.

15.24 Changes. UNIVERSITY shall make no changes in the work or perform any additional work without the County's specific written approval.

15.25 Change of Ownership/Name, Litigation Status, Conflicts with County Interests. UNIVERSITY agrees that if there is a change or transfer in ownership of UNIVERSITY's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume UNIVERSITY's duties and obligations contained in this Contract, and complete them to the satisfaction of the County.

In addition, UNIVERSITY has the duty to notify the County in writing of any change in the UNIVERSITY's status with respect to name changes that do not require an assignment of the Contract. The UNIVERSITY is also obligated to notify the County in writing if the UNIVERSITY becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the UNIVERSITY's performance under the Contract, as well as any potential conflicts of interest between UNIVERSITY and County that may arise prior to or during the period of Contract performance. While UNIVERSITY will be required to provide this information without prompting from the County any time there is a change in UNIVERSITY's name, conflict of interest or litigation status, UNIVERSITY must also provide an update to the County of its status in these areas whenever requested by the County.

Appendix M: Personal Services Agreement-Syracuse University & Mariposa County (PADS) (Page 13 of 14)

The UNIVERSITY shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the UNIVERSITY, this obligation shall apply to the UNIVERSITY's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The UNIVERSITY's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or

15.26 Compliance with Laws. UNIVERSITY represents and warrants that services to be provided under this Contract shall materially comply, at UNIVERSITY's expense, with all, laws, statutes, restrictions, ordinances, , and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on UNIVERSITY to ensure such compliance, and pursuant to the requirements of paragraph 8.0. UNIVERSITY agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

15.27 Attorney Fees. In any action or proceeding to enforce or interpret any provision of this Contract, each Party shall bear their own attorney's fees, costs and expenses.

15.28 Interpretation. This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Contract.

15.29 Employee Eligibility Verification. The UNIVERSITY warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The UNIVERSITY shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The UNIVERSITY shall retain all such documentation for all covered employees for the period prescribed by the law. The UNIVERSITY shall indemnify and hold harmless the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the UNIVERSITY or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

15.30 COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES. This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures,

Appendix M: Personal Services Agreement-Syracuse University & Mariposa County (PADS) (Page 14 of 14)

such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and UNIVERSITY have executed this Agreement as of the day and year written below.

COUNTY OF _____

By: _____

Agency Director

Date: _____

SYRACUSE UNIVERSITY

By: _____

Date: _____

Statement of Work

Psychiatric Advanced Directives (PADs)

Mental Health Services Act INNovations Project Activities in

_____ County, California

I. SCOPE OF WORK

A. With assistance and approval from the Multi- County PADs approved Project Manager, BBI will engage multiple subcontracts on the County's behalf and provide oversight of Subcontractors' budgets and invoices including approved direct and indirect costs. The administrative staff of BBI (under the direction of Ms. Foote and in coordination with the Project Manager) will provide detailed first level of oversight for all financial transactions of the project. All related operational, legal, fiscal activities are coordinated with departments of SU Offices of Sponsored Programs and Sponsored Accounting, Human Resources, Payroll, Purchasing, Disbursements and Information Technology Services. These activities include:

- Review of Subcontracts with outside parties to ensure completeness, accuracy, and conformity with County policies and applicable California State and Federal regulations.
- Review of Subcontracts to ensure alignment with the Approved MHSA PADs INNovation project dated June 24, 2021.
- Background vetting and checks of potential vendors.
- Obtaining and issuing required tax forms.
- Review of invoices for accuracy and compliance and within the scope of the project.
- Ensure that payments to vendors made accurately and timely.

B. BBI will serve as a subject matter expert in the fields of evaluation, disability rights, technology, legislation and policy advocacy, and other areas, to assist all parties, upon request and as needed and appropriate, in the development and implementation of this project. Peter Blanck, Ph.D, J.D. (Principal Investigator), and Jonathan Martinis, J.D., will lead this effort for BBI, along with other staff as needed.

II. APPROVED BUDGET, BUDGET NARRATIVE, AND PAYMENT TERMS

A. Operating Costs

Direct Operating Costs include salary and fringe costs for personnel and related costs to accomplish the objectives as described above. Peter Blanck, Ph.D., J.D., Principal Investigator will

provide .7 summer months of effort and similar time as in-kind to the project during academic months in each of the four years of the project to direct oversight of all project activities.

Jonathan Martinis, J.D., Esq., will serve as Co-Project Director and subject matter expert in an advisory capacity, providing 1.2 calendar months of effort in each of the four years of the project.

Michael Morris, J.D., BBI Senior Advisor and Diana Foote, M.B.A., Director of Operations and Business Manager will provide 1.8 calendar months and .6 calendar months, respectively, in each year of the project. They will provide oversight to the Project Coordinator and coordinate with SU departments to ensure fiscal activities are in compliance with all applicable regulations, and all required forms are obtained and filed.

A Project Coordinator (TBD) will provide support to the project leads, preparing and maintaining detailed documents necessary for the financial transactions of the project, and maintain project scheduling and draft project related documents.

Other Direct Operating Costs include the project specific supplies, materials and software at an average of _____ each year, and travel anticipated for project staff to attend project meetings with the County and Project Subcontractors budgeted at $_____ per year.

Direct Operating Costs are budgeted at $_____ in Year 1, $_____ in Year 2, $_____ in Year 3, and $_____in Year 4 for a four-year total of $_____.

2. Indirect Operating Costs are generally calculated in accordance with Syracuse University's federally negotiated indirect cost rate agreement (Department of Health and Human Services, effective 05/21/2021), which is currently 26% of modified total direct costs (MTDC) for other, off- campus activities.

For this proposal, Syracuse University (BBI) is applying a reduced rate of 9% of modified total direct costs (MTDC) per the requirement.

Indirect Costs are budgeted at $_____ in Year 1, $_____in Year 2, $_____in Year 3, and $-

_____ in Year 4 for a four-year total of $_____.

B. Subcontract Costs include the direct and indirect costs for the following activities. The proposed Subcontractor for each activity is subject to change at the discretion of the County.

1. **Project Management –** the budget for case management and full project oversight is $_____ in Year 1, $_____in Year 2, $_____ in Year 3, and $_____ in Year 4 for a four-year total of $v_____ The currently proposed Project Manager Contractor is Concepts Forward Consulting.
2. **PAD Training** – the total budget for training in PADs, participation in stakeholder discussion, county technical assistance, legislation expertise, personnel stipends and PADs presentations is $_____ in Year 1, $_____ in Year 2, $_____ in Year 3, and $_____ in Year 4 for a four-year total of $_____. The currently proposed PAD Training Contractor is Laurie Hallmark.

Appendix N: Burton Blatt Institute Scope of Work (PADS) (Page 3 of 5)

3. **Evaluation** – the evaluation activities are budgeted at $_____ in Year 1, $_____ in Year 2, $_____ in Year 3, and $_____ in Year 4 for a four-year total of $_____. The currently proposed Evaluation contractor is RAND Corporation

4. **Media/Marketing** – contractor costs to provide expert consultation with stakeholders and create a statewide platform to educate about PADs are budgeted at $_____in Year 1, $-_____in Year 2, $_____ in Year 3, and $_____ in Year 4 for a four-year total of $_____. The currently proposed Media/Marketing contractor is Idea Engineering.

5. **Technology Platform** – contractor costs to develop a secure, private and accessible PADs technology platform are $_____ in all four years of the project for a total of $_____. The currently proposed Technology Platform contractor is Chorus.

Total costs for Contracts are in Year 1, $_____in Year 2, $___ in Year 3, and $_____ in Year 4 for a four-year total of __.

Appendix N: Burton Blatt Institute Scope of Work (PADS) (Page 4 of 5)

III. APPROVED BUDGET: BUDGET SUMMARY

III. APPROVED BUDGET: BUDGET SUMMARY

_____ COUNTY – BBI – BUDGET BY FISCAL YEAR AND SPECIFIC BUDGET CATEGORY						
EXPENDITURES						
	PERSONNEL COSTS (salaries, wages, benefits)	**FY 21/22**	**FY 22/23**	**FY 23/24**	**FY 24/25**	**TOTAL**
1.	Salaries					
2.	Direct Costs					
3.	Indirect Costs					
4.	**Total Personnel Costs**					$
	OPERATING COSTS					
5.	Direct Costs					
6.	Indirect Costs					
7.	**Total Operating Costs**					
	NON-RECURRING COSTS (equipment, technology)					
8.	Equipment – laptop					
10.	**Total non-recurring costs**					$
	CONSULTANT COSTS / CONTRACTS (clinical, training, facilitator, evaluation)					
11.	Project Management					
11.	PAD Trainer					
11.	Evaluation					
11.	Media/Marketing					
11.	Technology Platform					
13.	**Total Consultant Costs**					
	OTHER EXPENDITURES (please explain in budget narrative)					
14.	Direct Costs					
15.	Indirect Costs					
16.	**Total Other Expenditures**					$

	BUDGET TOTALS					
	Personnel (total of line 1)					
	Direct Costs (add lines 2, 5, and 11 from above)					
	Indirect Costs (add lines 3, 6, and 12 from above)					
	Non-recurring costs (total of line 10)					
	Other Expenditures (total of line 16)					
	TOTAL INNOVATION BUDGET					

Appendix N: Burton Blatt Institute Scope of Work (PADS) (Page 5 of 5)

IV. PAYMENT TERMS: COST REIMBURSEMENT

It is agreed to and understood by the Parties that the University shall be reimbursed for all costs incurred in connection with this project up to the amount of $_____ (the "Project Cost") as established by the Statement of Work and Approved Budget in this Exhibit A. It is estimated that the amount designated as the Project Cost is sufficient to support Project expenses. Unspent budgeted funding is automatically carried forward to the next budget year and available for project expenditure without the need for County prior approval.

Reimbursement shall be made by the County upon receipt of itemized invoices. Each invoice must reference the County account number. Invoices shall be submitted not more frequently than monthly, but must be submitted at least quarterly in accordance with the Approved Budget.

The County shall not be liable for any payment in excess of the Project Cost unless this Agreement Exhibit A is modified in writing. Within sixty (60) days after the termination of this Agreement the University shall submit a final financial report setting forth costs incurred.

Checks shall be made payable to 'Syracuse University' and shall be sent to:

Syracuse University

Bursar's Office

Attn: Director, Sponsored Accounting
119 Bowne Hall

Syracuse, NY 13244
Email: contacct@syr.edu
Tel: 315-443-2089

For the purposes of identification, each payment shall include the title of the project and the name of the Principal Investigator.

Appendix O: Subcontractor Standard Agreements (PADs) (Page 1 of 12)

SUBAWARD AGREEMENT

Subaward #32789-Multi-S06

This Subaward Agreement (the "Agreement") is entered into between Syracuse University ("SU"), a private institution of higher education with an office at 211 Lyman Hall, Syracuse, New York 13244-1200, and _____ ("Subrecipient"), a _____ organization with offices located at _____. SU and Subrecipient being collectively referred to as the "Parties" and each individually a "Party."

WHEREAS multiple counties in the State of California, ("Sponsors") as part of a multi-county collaborative mental health services act innovation project in the State of California, have awarded SU county specific service awards, ("Prime Agreements"), to conduct a service project entitled "Psychiatric Advance Directives Project (PADS)". The responsible counties in the collaborative mental health services act innovation project in the State of California are as follows:

County	Award Number

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

I. GENERAL DESCRIPTION

A. SU hereby engages Subrecipient to perform, and Subrecipient hereby agrees to perform, the services described in **Exhibit A, Statement of Work**, in conformity with the terms of this Agreement.

II. TERM OF AGREEMENT

A. The overall term of this Agreement is from _____ to _____ unless sooner terminated pursuant to the terms of this Agreement.

B. This Agreement and subsequent amendments are of no force or effect until signed by both Subrecipient and SU and with SU signing last.

III. CONTRACT TYPE, VALUE, AND FUNDING

A. The total value of this cost reimbursable Subaward Agreement is $____ for an overall term of _____ - _____. Budget periods applicable to this Agreement are outlined below. This Agreement is incrementally funded for Budget Period 1 in the amount of **$_____**.

1. BUDGET PERIODS
   a) *Budget Period 1 –* _____ - _____
   b) *Budget Period 2 –*_____ - _____
   c) *Budget Period 3 –* _____ - _____

B. It is anticipated that subaward amendments will be issued to provide additional funding for the remaining budget periods to cover the fully estimated cost for the entire period of performance.

C. SU is not obligated to reimburse the Subrecipient in excess of the funding amount allotted to the contract.

D. Carryover of funds from one budget period to the next is automatic and does not require prior approval.

E. Exhibit B provides budget detail for Budget Periods 1-3.

IV. SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

A. The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

1. **Exhibit A, Statement of Work**, which describes the Scope of Services to be provided under this Agreement.

2. **Exhibit B, Approved Budget**, including line-item budget detail and budget narrative. The Subrecipient is authorized to manage expenditures in accordance with the overall budget amount.

B. Research Involving Human Subjects - If human subjects are used in this research:

1. Subrecipient agrees to provide SU with:

   a) *Certification that an appropriate institutional committee has reviewed and approved the procedures, which involve human subjects; or*

   b) *A reliance agreement documenting review and approval by an independent IRB or an IRB of another institution.*

2. The Subrecipient certifies that any submitted IRB approval represents a valid, approved protocol that is entirely consistent with the Project associated with this subaward.

3. In no event shall Subrecipient submit invoices or be reimbursed for any human subjects related expenses incurred in a period where any applicable IRB approval is not properly in place.

4. The Subrecipient agrees that the rights and welfare of human subjects will be protected in accordance with policies established by Title 45, CFR, Part 46, Protection of Human Subjects.

5. Subrecipient shall bear full responsibility for the proper and safe performance of its work and services involving the use of human subjects under this Agreement.

C. The Subrecipient shall render reports as required by the Lead Project Manager including:

1. An annual Summary Report which shall be included in the progress report required under the Prime Agreements and

2. A Final Progress Report due at the end of the final project period.

3. The Lead Project Manager shall notify the Project Director of the format and timing of such required Technical Reports and any other such reports as may be required.

V. Appendix O: Subcontractor Standard Agreements (PADS) (Page 3 of 12)

VI. PERSONNEL

A. The Principal Investigator of the Prime Agreements is **Peter Blanck**, who shall be responsible for:

1. Issuing multiple subawards and working in tandem with the Lead Project Manager, to provide oversight of Subrecipients' operational, legal, and fiscal activities related of the work to be performed under the Prime Agreements.

2. Providing first level of oversight of all financial transactions; budgets and invoices including approved direct and indirect costs on the Sponsor's behalf.

B. Subrecipient's Project Director for the Statement of Work shall be **_____,** who shall not be replaced without prior written approval of SU and Sponsors.

C. Sponsors have identified **Kiran Sahota of Concepts Forward Consulting** as the Lead Project Manager to act as liaison to the Sponsors, Subrecipients and outside collaborators. She will organize and oversee the progress on the Scopes of Work and work product of all subrecipients; ensuring all tasks are completed; review all subrecipient invoicing prior to payment approval; act as point of contact between participating counties and all subrecipients; and will facilitate operational requests and/or mitigate challenges with subrecipients.

D. Subrecipient provides reasonable assurance that its agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required.

E. Subrecipient, its agents, employees, and contractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

F. Subrecipient shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement.

VII. PAYMENT TERMS

B. SU shall reimburse Subrecipient for allowable costs incurred in accordance with the terms of this Agreement, up to the total funded amount as indicated in **III-Contract Type, Value, and Funding** and in accordance with Exhibit B.

A. Reimbursement shall be made by SU upon receipt of itemized invoices prepared in accordance with payment terms below and the Statement of Work – Exhibit A.

B. Invoices should be sent directly

to: Syracuse University
Office of Sponsored Programs
211 Lyman Hall
Syracuse, NY 13244
Heather DiBlasi, Subaward Administrator

Email: subawardadmin@syr.edu

C. Invoices shall be submitted not more frequently than monthly but must be submitted at least quarterly in arrears and in accordance with the Approved Budget, attached as **Exhibit B**.

D. Invoices must be submitted no later than 60 days after the completion of services. If there has been no activity for the quarter, a $0 invoice or correspondence indicating that there have been no expenditures for the period is required.

E. Each invoice shall contain a minimum of the following information: Subrecipient name, invoice number and date; remittance address and phone number; the service period; remittance address and Subrecipient Subaward Number. Invoices must also include current and cumulative costs, cost breakdown by major cost category, and a signed certification acknowledging the truth and accuracy of the contents.

F. Subrecipient shall retain records of such expenditures for examination by SU.

G. The final invoice must be submitted promptly following completion of the work under this Agreement but in no event later than 45 days (or such longer period as SU may in its discretion approve in writing) from the date of such completion.

H. Payment to Subrecipient shall be contingent upon the availability of funding from the Sponsors under the Prime Agreements and upon Subrecipient spending funds in accordance with the Approved Budget in Exhibit B. SU shall promptly notify the Subrecipient if SU is notified that funding from the Sponsors is no longer available or is reduced and may terminate or modify this Agreement in accordance with Sponsor instructions.

I. SU reserves the right to withhold payment pending receipt of the Final Report.

II. PRIOR APPROVAL REQUIREMENTS

A. All subrecipients will work in unison for the overall benefit of participating Sponsors, with the goal of statewide systemic change. In accordance with rules set forth in the approved state project, if at any time a subrecipient fails to complete their duties or is unable to fulfill contractual obligations, the subrecipient may be terminated with prior notification to and approval of the Lead Project Manager, Sponsors, MHSOAC, and SU.

B. Any significant change to the scope of work or budget must be approved by Lead Project Manager, Sponsors, MHSOAC and SU.

C. Any re-allocation of funds between Expense Categories in the approved Budget Period will require prior approval. An Expense Category is defined as Total Personnel Costs, Total Services and Supplies, Total Other Direct and Total Contractors. Any re-allocation of more than 20% of an Expense Category would require prior approval and an amendment to the agreement. Line items changes within approved Expense Categories do not require prior approval.

I. TERMINATION

A. During the term of this Agreement, either Party may terminate the Agreement with cause, with 30 calendar days written prior notice to the other Party. "Cause" shall include, but is not limited to, the failure of Subrecipient to perform the required services in a manner materially consistent with this Agreement. In the event of termination for cause, the Party alleged to be in failure of performance shall have 20 calendar days from the date of notice to cure the stated failure in performance ("Cure Period"). To the extent a longer period of cure may be reasonably necessary, the Parties may agree to extend the Cure Period beyond the initial 20 calendar days. If the Party fails to cure the breach within the Cure Period, or its extension as applicable, the Agreement shall be deemed terminated as of the date the Cure Period expires.

B. In the event of termination for cause by SU, the amount payable to Subrecipient under this Agreement shall be reduced in proportion to the services provided, including non-cancelable commitments, prior to the date of termination. In the event of termination for cause, SU may proceed with the work in any manner which the SU deems proper. Any costs incurred by and/or owed to SU as a result of the termination for cause, including procuring a new provider to complete the Agreement, shall be deducted from any sum due the Subrecipient under this Agreement.

C. Either Party has the right to terminate this Agreement without cause upon 30 calendar days prior written notice. In the event of such a termination, the Subrecipient shall be paid for all work performed, all costs incurred, and all non-cancelable commitments in place up to and including the date of termination.

D. In the event of termination, the effective date of termination will be the thirtieth (30th) day after the delivery of written notice of termination unless an alternative date is agreed to by both parties.

E. SU's payments to Subrecipient under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for SU's purchase of the indicated quantity of services, then SU may give written notice of this fact to Subrecipient, and the obligations of the Parties under this Agreement shall terminate immediately, or on such date thereafter as SU may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement. In the event of such a termination, SU shall pay Subrecipient for all services provided and any non-cancelable commitments made prior to the date of termination.

II. INDEMNIFICATION

Subrecipient shall indemnify and hold harmless SU, its officers, agents, and employees from and against any and all third-party claims, liabilities and losses arising out of or related to the Subrecipient's negligence or more culpable conduct in connection with the Subrecipient's performance of work under this Agreement (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees), unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of SU.

III. INSURANCE REQUIREMENTS.

A. Evidence of Coverage:

1. Prior to the execution of this Agreement by SU, the Subrecipient shall file certificates of insurance with SU's Office of Sponsored Programs, showing that the Subrecipient has in effect the insurance required by this Agreement.

2. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

3. Subrecipient shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and upon request by SU, provide annual certificates to SU's Office of Sponsored Programs. If the certificate is not received by the expiration date, SU shall notify the Subrecipient and the Subrecipient shall have five business days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by the Subrecipient to maintain such insurance is a default of this Agreement, which entitles SU, at its sole discretion, to terminate this Agreement immediately.

4. Subrecipient shall ensure that all subcontractors performing work on behalf of the Subrecipient pursuant to this Agreement shall be covered under the Subrecipient's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for the Subrecipient. Subrecipient shall not allow subcontractors to work if subcontractors have less than the level of coverage required by SU from the Subrecipient under this Agreement. It is the obligation of the subrecipient to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by the Subrecipient through the entirety of this Agreement for inspection by SU representative(s) at any reasonable time.

B. Qualifying Insurers:

1. All insurance required by this Agreement shall be with a company acceptable to SU.

2. All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VIII, according to the current A.M. Best's Key Rating Guide or a company of equal financial stability.

C. Insurance Coverage Requirements:

1. Without limiting the Subrecipient's duty to indemnify, the Subrecipient shall maintain in effect throughout the term of this Agreement a policy or policies of insurance or self-insurance with the following minimum limits of liability:

   a) *Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than*
   $1,000,000 per occurrence.

   b) *Professional Liability Insurance, $1,000,000 per claims made with $1,000,000 aggregate.*

a) Workers' Compensation Insurance, if Subrecipient employs others in the performance of this Agreement, limits not less than $1,000,000 each person, $1,000,000 each accident and

a. *$1,000,000 each disease.* Other Requirements:

i. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date the Subrecipient completes its performance of services under this Agreement.

ii. Each liability policy shall provide that SU shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit cancellation or intended non-renewal thereof.

iii. Each policy shall provide coverage for the Subrecipient and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

iv. Commercial general liability shall provide an endorsement naming SU, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the Subrecipient's work, including ongoing and completed operations and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by SU and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Subrecipient's insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000).

v. Any increase or decrease request for any of the above insurance types throughout the term of this Agreement will require agreement by the parties as signified by a bilateral amendment to this Agreement.

vi. If the Subrecipient fails to maintain insurance as specified in this Agreement for the full term of this Agreement, SU may terminate this Agreement for cause.

Appendix O: Subcontractor Standard Agreements (PADS) (Page 8 of 12)

I. RECORDS AND CONFIDENTIALITY.

A. Confidentiality. Subrecipient and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. SU and Subrecipient acknowledge that it may be necessary to disclose information to each other which each party considers proprietary or confidential in order to perform the Project. To preserve the proprietary or confidential nature of such information, SU and _____ agree to either: (a) clearly mark the term "CONFIDENTIAL INFORMATION" upon the information disclosure and forward it only to the other party in writing or (b) orally disclose to the other party the proprietary or confidential information and subsequently indicate the confidential nature of such information in a writing addressed to the other party, via certified or registered mail, and clearly mark the writing or information with the term "CONFIDENTIAL INFORMATION" and deliver it to the other party within thirty (30) days of disclosure. Subrecipient shall not disclose any confidential records or other confidential information received from SU or the Sponsors or prepared in connection with the performance of this Agreement unless SU specifically permits the Subrecipient to disclose such records or information, provided, however, that the Subrecipient may make any disclosures required by law and respond to a subpoena lawfully issued by a court of competent jurisdiction. Subrecipient shall promptly transmit to SU any and all requests for disclosure of any such confidential records or information. Subrecipient shall not use any confidential information gained by the Subrecipient in the performance of this Agreement except for the sole purpose of carrying out the Subrecipient's obligations under this Agreement.

B. SU Records. When this Agreement expires or terminates Subrecipient shall upon SU's request, return to SU any SU records which the Subrecipient used or received from SU to perform services under this Agreement.

C. Maintenance of Records. Subrecipient shall prepare, maintain, and preserve all reports and records that may be required by federal, state and local rules and regulations related to services performed under this Agreement. Subrecipient shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception or other action relating to this Agreement is pending at the end of the three-year period, then the Subrecipient shall retain said records until such action is resolved.

D. Access to and Audit of Records. With reasonable prior written notice, and at times during the Subrecipient's normal business hours, SU or the Prime Sponsors shall have the right to examine, monitor and audit those records, documents, conditions, and activities of the Subrecipient and its subcontractors that are directly related to services provided under this Agreement.

E. Royalties and Inventions. SU shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced by the Subrecipient under this Agreement. Subrecipient shall not publish any material containing any confidential information SU disclosed in connection with this Agreement without the prior written approval of SU.

Appendix O: Subcontractor Standard Agreements (PADS) (Page 9 of 12)

I. NON-DISCRIMINATION.

A. During the performance of this Agreement, the Subrecipient and its subcontractors, shall not unlawfully discriminate against any person because of race religious creed, color, sex, national origin ancestry physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in the Subrecipient's employment practices or in the furnishing of services to recipients.

B. The Subrecipient shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. The Subrecipient and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

II. INDEPENDENT CONTRACTOR.

A. In the performance of work, duties, and obligations under this Agreement, the Subrecipient is at all times acting and performing as an independent contractor and not as an employee of SU. No offer or obligation of permanent employment with SU is intended in any manner, and the Subrecipient shall not become entitled by virtue of this Agreement to receive from SU any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Subrecipient shall be solely liable for and obligated to pay directly all applicable taxes including federal and state income taxes and social security, arising out of the Subrecipient's performance of this Agreement. In connection therewith, the Subrecipient shall defend, indemnify, and hold SU harmless from any and all liability which SU may incur because of the Subrecipient' s failure to pay such taxes.

III. NOTICES.

Notices required under this Agreement shall be delivered to the SU and Subrecipient's administrators at the addresses listed below:

For: SU	For: _____
Lisa V Kaley-Heyn	_____
Associate Director – Office of Sponsored Programs	_____
211 Lyman Hall	_____
Syracuse, NY 13244	_____
315-443-9357	_____
Lvkaleyh@syr.edu	_____

IV. MISCELLANEOUS PROVISIONS.

Appendix O: Subcontractor Standard Agreements (PADS) (Page 10 of 12)

A. Conflict of Interest. The Subrecipient shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with SU's interests. In addition to the Subrecipient, this obligation shall apply to Subrecipient's employees, agents, and subcontractors associated with the provision of goods and services provided under this Agreement. The Subrecipient's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence SU staff or elected officers in the performance of their duties.

B. Consent to Breach Not Waiver: No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

C. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by SU and the Subrecipient.

D. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by SU and the Subrecipient. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

E. Subrecipient. The term "Subrecipient" as used in this Agreement includes Subrecipient's officers, agents and employees acting on the Subrecipient's behalf in the performance of this Agreement.

F. Dispute Resolution. Any dispute or disagreement among the Parties in relation to this Agreement (a "Dispute") shall initially be referred to senior representatives of each Party with authority to resolve such Dispute, who shall use good faith efforts to resolve such Dispute. In the event that the parties' representatives are unable to resolve a Dispute pursuant to the foregoing sentence within thirty (30) days, before resorting to any other legal remedy (other than provisional equitable remedies such as temporary injunction and/or restraining order), the parties shall attempt in good faith to resolve any such controversy or claim by mediation before and in compliance with the rules established by any mutually acceptable alternative dispute resolution organization, including, but not limited to the CPR Institute for Dispute Resolution ("CPR"). If the matter has not been resolved by mediation within sixty (60) days of the commencement of such procedure (which period may be extended by mutual agreement), either party may seek relief in a court of competent jurisdiction.

G. Successors and Assignment. The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Agreement nor any portion thereof may be assigned by the Subrecipient without the express written consent of SU. Any attempt by the Subrecipient to assign the performance or any portion thereof of this Agreement without the express written consent of SU shall be invalid and shall constitute a breach of this Agreement.

H. Compliance with Laws. Subrecipient represents and warrants that services to be provided under this Agreement shall materially comply, at the Subrecipient's expense, with all, laws, statutes, restrictions, ordinances, and regulations (collectively "laws"). The Subrecipient acknowledges that SU is relying on the Subrecipient to ensure such compliance. Subrecipient agrees that it shall defend, indemnify, and hold SU and SU Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

V. Appendix O: Subcontractor Standard Agreements (PADS) (Page 11 of 12)

A. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

B. Non-exclusive Agreement. This Agreement is non-exclusive and both SU and the Subrecipient expressly reserve the right to contract with other entities for the same or similar services.

C. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

D. Authority. Any individual executing this Agreement on behalf of SU, or the Subrecipient represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

E. Integration. This Agreement, including the exhibits, represent the entire Agreement between SU and the Subrecipient with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between SU and the Subrecipient as of the effective date of this Agreement.

F. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between any other provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

G. Force Majeure. The Subrecipient will not be liable for any failure or delay in performing its obligations under this Agreement due to any cause, event or circumstance beyond its or its subcontractors' reasonable control, including without limitation, acts of God, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of public utilities or internet service providers, natural catastrophes, governmental acts or omissions or fire. SU acknowledges and agrees that COVID-19 is and shall continue to be a force majeure event to the extent that any law, regulation, governmental order, quarantine requirement or health or safety concern affects the Subrecipient's or its subcontractors' ability to perform the services set forth in this Agreement.

H. Severability. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

I. Debarment. Subrecipient shall certify that neither the Subrecipient nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any federal department or agency. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any federal department or agency may result in the bid/proposal being deemed non- responsible.

J. Lobbying. On best information and belief, the Subrecipient certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, Subrecipient to any person for influencing or attempting to influence an officer or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

K. Patent/Copyright Materials/Proprietary Infringement. Unless otherwise expressly provided in this Agreement, the Subrecipient shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Agreement. Subrecipient warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent,

proprietary right, or trade secret right of any third party. Subrecipient agrees that, in accordance with the more specific requirement contained in Section 8, above, it shall indemnify, defend and hold SU and SU Indemnitees harmless from any and all such infringement claims.

L. Changes. Subrecipient shall make no changes in the work or perform any additional work without SU's specific written approval.

M. Change of Ownership/Name, Litigation Status, Conflicts with County Interests. The Subrecipient agrees that if there is a change or transfer in ownership of the Subrecipient's business prior to completion of this Agreement, and SU agrees to an assignment of the Agreement, the new owners shall be required under the terms of sale or other instruments of transfer to assume the Subrecipient's duties and obligations contained in this Agreement, and complete them to the satisfaction of SU.

N. In addition, the Subrecipient has the duty to notify SU in writing of any change in the Subrecipient's status with respect to name changes that do not require an assignment of the Agreement. The Subrecipient is also obligated to notify SU in writing if the Subrecipient becomes a party to any litigation against SU, or a party to litigation that may reasonably affect the Subrecipients' performance under the Agreement, as well as any potential conflicts of interest between the Subrecipient and SU that may arise prior to or during the period of Agreement performance. While Subrecipient will be required to provide this information without prompting from SU any time there is a change in the Subrecipient's name, conflict of interest or litigation status, the Subrecipient must also provide an update to SU of its status in these areas whenever requested by SU.

O. The Subrecipient shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with SU interests. In addition to the Subrecipient, this obligation shall apply to the Subrecipient's employees, agents, and subcontractors associated with the provision of goods and services provided under this Agreement. The Subrecipients' efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

P. Attorney Fees. In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear their own attorney's fees, costs and expenses.

Q. Employee Eligibility Verification. The Subrecipient warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Subrecipient shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Subrecipient shall retain all such documentation for all covered employees for the period prescribed by the law. The Subrecipient shall indemnify and hold harmless SU, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Subrecipient or SU or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement

VI. SIGNATURE PAGE.

IN WITNESS WHEREOF, SU and Subrecipient have executed this Agreement as of the day and year written below.

Appendix P: August PADs Convening (PADs) (Page 1 of 4)

CONCEPTS FORWARD CONSULTING

Agenda
Tuesday, August 16, 2022

Host County: Fresno
1925 E. Dakota, Fresno CA 93726

10:00 am- 7:00 pm

MHSA Multi-County PADs Innovations Project

Time:	**Topic:**
10:00-10:15 am (15):	Arrive and settle
10:15-10:30 am (15):	Introductions
10:30-10:55 am (25):	Concepts Forward Consulting- Project overview and objectives
10:55-11:05 am (10):	*Break*
11:05-11:25 am (20):	Syracuse University- Fiscal Process
11:25-11:45 am (20):	The Hallmark Compass- Process and questions
11:45 am-12:00 pm (15):	*Pass out lunch boxes*
12:00-12:20 pm (20):	Idea Engineering- Process and questions
12:20-12:40 pm (20):	RAND- Process and questions
12:40-1:00 pm (20):	Chorus Inc.- Process and questions
1:00-1:05 pm (5):	*Break*

Appendix P: August PADs Convening (PADS) (Page 2 of 4)

1:05-1:25 pm (20):	Burton Blatt Institute - Process and questions
1:25-2:00 pm (35):	Next steps and Discussion
2:00-2:15 pm (15):	*Break*
2:15-3:00 pm (45):	*County-only debrief and discussion (onsite)* Sub-contractor to rendezvous back at the Fairfield
3:30-5:00pm (90):	*Sub-contractor debrief and coordination of efforts* Fairfield Marriott, 1535 N. Peach Ave, Fresno CA 93727 (6.6 miles)- small conference room County staff is encouraged at this time to attend to any work matters that have been postponed throughout the day.
5:30-7:00 pm (90):	*Project collaboration and dinner* Old Spaghetti Factory, 1610 E. Shaw Ave., Fresno, CA 93710

Appendix P: August PADs Convening (PADS) (Page 3 of 4)

CONCEPTSFORWARD
CONSULTING

MHSA Multi-County PADs Innovations Project

County and Subcontractor orientation and in-person collaboration

August 16, 2022

Agenda Review

Multi-County PADs Innovations Project

Mental Health Services Act

Innovations Incubator Purpose

- Developed by the Mental Health Services and Accountability Commission (MHSOAC) in the 2020-23 strategic Plan to:
- Increase access to mental health services to underserved groups, including but not limited to, services provided through permanent supportive housing.
- Promote interagency and community collaboration related to mental health services
- Seed money was provided by the MHSOAC to encourage counties to join a collaborative project.
- **Psychiatric Advance Directives** was one of the proposed Incubator projects.

Mental Health Plans

Seven MHPs, all will be known as "Counties"

- Approved June 2021:
  - Fresno
  - Mariposa
  - Montery
  - Orange
  - Shasta
- Approved May 2022:
  - Contra Costa
  - Tri-City Mental Health

6

Psychiatric Advance Directives

Multi-County Collaboration- Project Goal

Innovation Goal:

"Introduces a new practice or approach to the overall mental health system, including, but not limited to, prevention and early intervention."

7

Psychiatric Advance Directives

Multi-County Collaboration- Project Purpose

Primary Purpose:

"Increase the quality of mental health services, including measured outcomes."

- Using PADs, current clients and non-engaged consumers will gain autonomy in decision-making toward their mental health care supports and services. This multi-County project will provide the groundwork for community collaboration, creating PADs Teams, a standardized PADs "tool-kit," and evaluate the process and success in engaging clients, non-engaged consumers, stakeholders such as first responders and hospitals, and the use of technology.

8

Approved Project

Scope of Work

- Engage the community, including consumers, first responders and hospitals;
- With county stakeholders, identify priority populations;
- Create a standardized PAD template;
- Create a standardized PAD training/facilitation to create a PAD;
- Create a standardized "tool kit" to include; education, policy, PAD template, and training (train the trainer) videos in multiple languages;
- Create a cloud-based technology access platform;
- Create and maintain a project website;
- Utilize Consumer/Peer voice throughout the project;
- Seek legislative and policy advocacy; and
- Evaluate the process for creating a PAD and the use of technology.

9

Appendix P: August PADs Convening (PADS) (Page 4 of 4)

County Scope of Work

County expectations

- Provide a project dedicated staff member to work on Project within the county, to coordinate with PM and Subcontractors.
- Provide peers to work on the Project or allow contracted peers to work within the county setting as requested by the County.
- County will choose 1-3 priority populations.
- County is county expert; County will make contact with FRs, HEDs, IPUs, to educate and engage in the Project.
- Assist Subcontractors with collaborative meetings with county Stakeholders.
- Participate in evaluation process requirements

10

How to Achieve Project Goals

Subcontractors -Subject Matter Experts (SME)

- CLC: Project Manager
- SU: Fiscal Intermediary
- The Hallmark Compass: PADs
- Idea Engineering: Mental health marketing and web
- RAND: PADs process evaluation
- Chorus Inc.: Technology build
- Burton Blatt Institute: Technology process evaluation
- Peer Contract: TBD

11

Layers

How do we do this?

- Don't forget this is Innovations
- Rollout simultaneously
  - Conversations and meetings with the PADs SME and county priority groups;
  - Hold stakeholder conversations with First Responders, hospitals, families, and consumers- for the template and "tool-kit" build;
  - Hold stakeholder conversations- for the technology build;
  - Create a project Website;
  - Evaluation of the process and technology; and
  - Create a Peer contract and work with peer voice on the above layers.

12

Role of the Project Manager

Concepts Forward Consulting

In alignment with Counties' needs and expectations will:

- Oversee the project in totality from start to completion;
- Lead County and Subcontractor activities throughout the Innovations process;
- Fiscal oversight of Subcontractors, invoices, and SOW;
- Managing relationships and County expectations;
- Assisting Counties in the coordination of stakeholder and subcontractor meetings;
- Creating written reports;
- Attend meetings as needed or requested;
- Maintain project website with assigned Subcontractor; and
- Maintain and/or adjust project deliverables and timelines.

13

Communication

County and Project Manager expectations

- While involved in the Project, all Counties and Subcontractors are expected to support the Project and its objectives.
- Regardless of your expertise, unless otherwise discussed, the County is the lead in county meetings and professionalism is the expectation.
- Counties are to contact agencies and will start all initial conversations within the county unless otherwise discussed.
- Communication is tracked through email, which allows the PM to track the Counties' process and progress, clarify questions and identify next steps.
- Subcontractors are encouraged to initiate conversations and set up meetings with the County project staff.

14

Meetings

Some of the meetings you can expect

- County Specific:
  - County to County monthly
    - Learning from each other
    - Invite individual Subcontractors
  - County and PM monthly
    - Status check-in
- Additional meeting possibilities
  - Stakeholder process (what is reasonable)
  - Roll-out and communication with Subcontractors
    - Individual Counties
    - How often should a County meet with Sub?
    - What are the meetings about?
    - Who should attend?

15

Meetings- Con't

Some of the meetings you can expect

- Fiscal meeting
  - Counties- quarterly or bi-annually?
  - Subcontractors- quarterly or bi-annually?
- Subcontractors with Counties
  - Large group format?
  - Quarterly as a group or bi-annually?
- Format
  - Flexibility
  - Hybrid, Video, In-person

16

CONCEPTSFORWARD
CONSULTING

Questions

FROM CONCEPT TO COMPLETION

Appendix Q: PADs Timeline (PADs) (Page 1 of 4)

Timeline		Q1 2023		
		January	February	March
Project Meetings				
Stakeholder Engagement	Painted Brain/CAMHPRO	Listening session planning & coord. + threshold languages Distribute info materials through Lead & Partner agencies, counties' social media platforms to aid recruitment. Hosting peer voice feedback sessions (January - April) for the template (2.5 hours, North, South and Central California) plus 1 virtual group for all 7 Counties.	Hosting peer voice feedback sessions (January - April) for the template (2.5 hours, North, South and Central California) plus 1 virtual group for all 7 Counties.	Hosting peer voice feedback sessions (January - April) for the template (2.5 hours, North, South and Central California) plus 1 virtual group for all 7 Counties.
	Idea Engineering	Continue brief conversational interviews with range of stakeholders: Peers, professionals, family members; all counties Participate in stakeholders sessions		

Appendix Q: PADs Timeline (PADS) (Page 2 of 4)

	Chorus	Obtain feedback and refine user personas, journeys, and product requirements through stakeholder engagement.		
	CFC/Counties			
PAD Template Development	Painted Brain/CAMHPRO			
	Idea Engineering			
	Chorus	Develop wireframe of PAD template that shows basic structure.		
	CFC/Counties			
Training Creation & Delivery	Painted Brain/CAMHPRO	Research & review current PADs training curriculum and implementation within peer communties (i.e. practical application)		
	Idea Engineering			

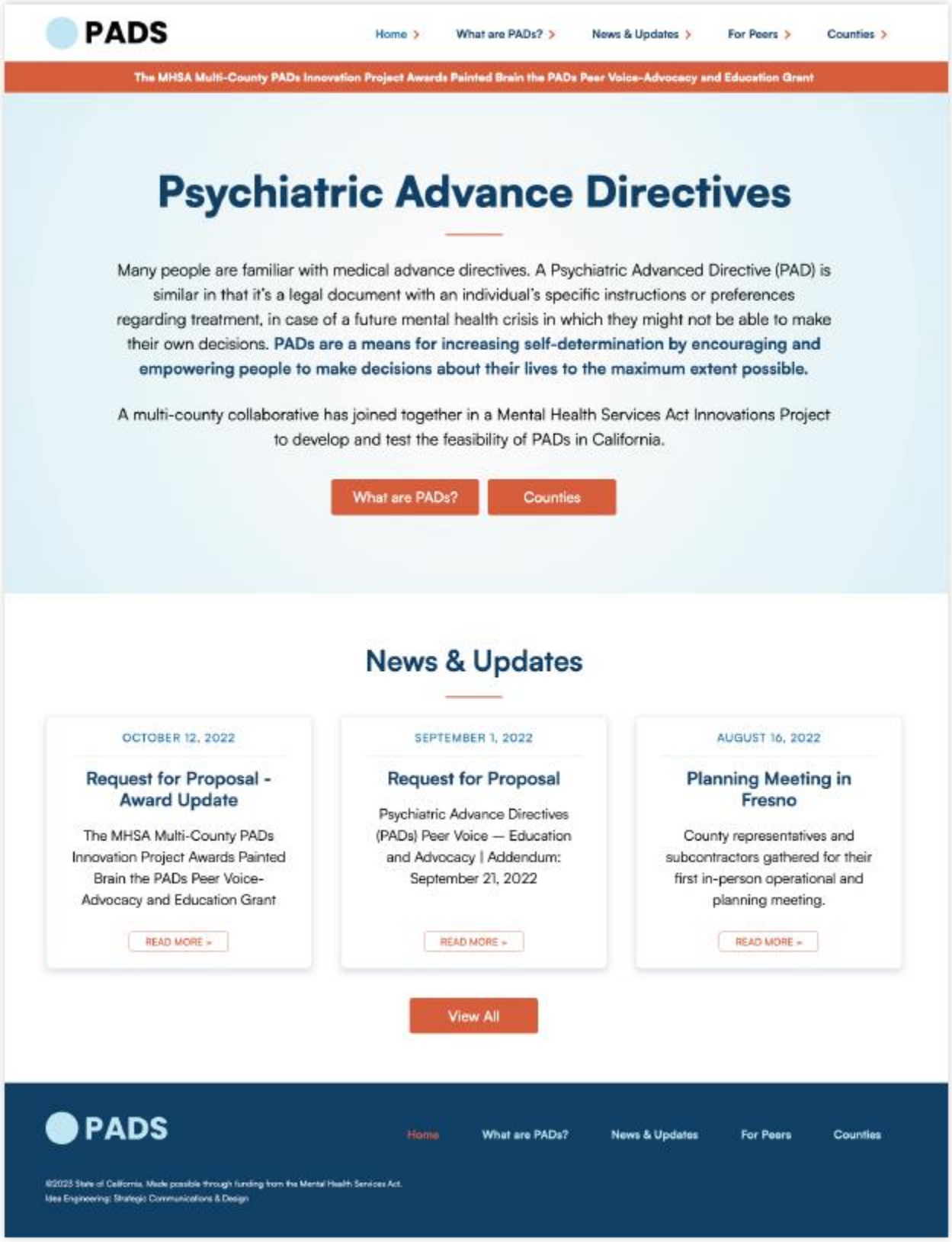
Appendix Q: PADs Timeline (PADS) (Page 3 of 4)

	Chorus	Develop wireframe of Training Toolkit that shows basic structure.		
	CFC/Counties			
Branding and Project Communications	Painted Brain/CAMHPRO			
	Idea Engineering			
	Chorus			
	CFC/Counties			
PADs Platform Development	Painted Brain/CAMHPRO			
	Idea Engineering			
	Chorus	Initial planning around data governance strategy, security & information security requirements		
	CFC/Counties			

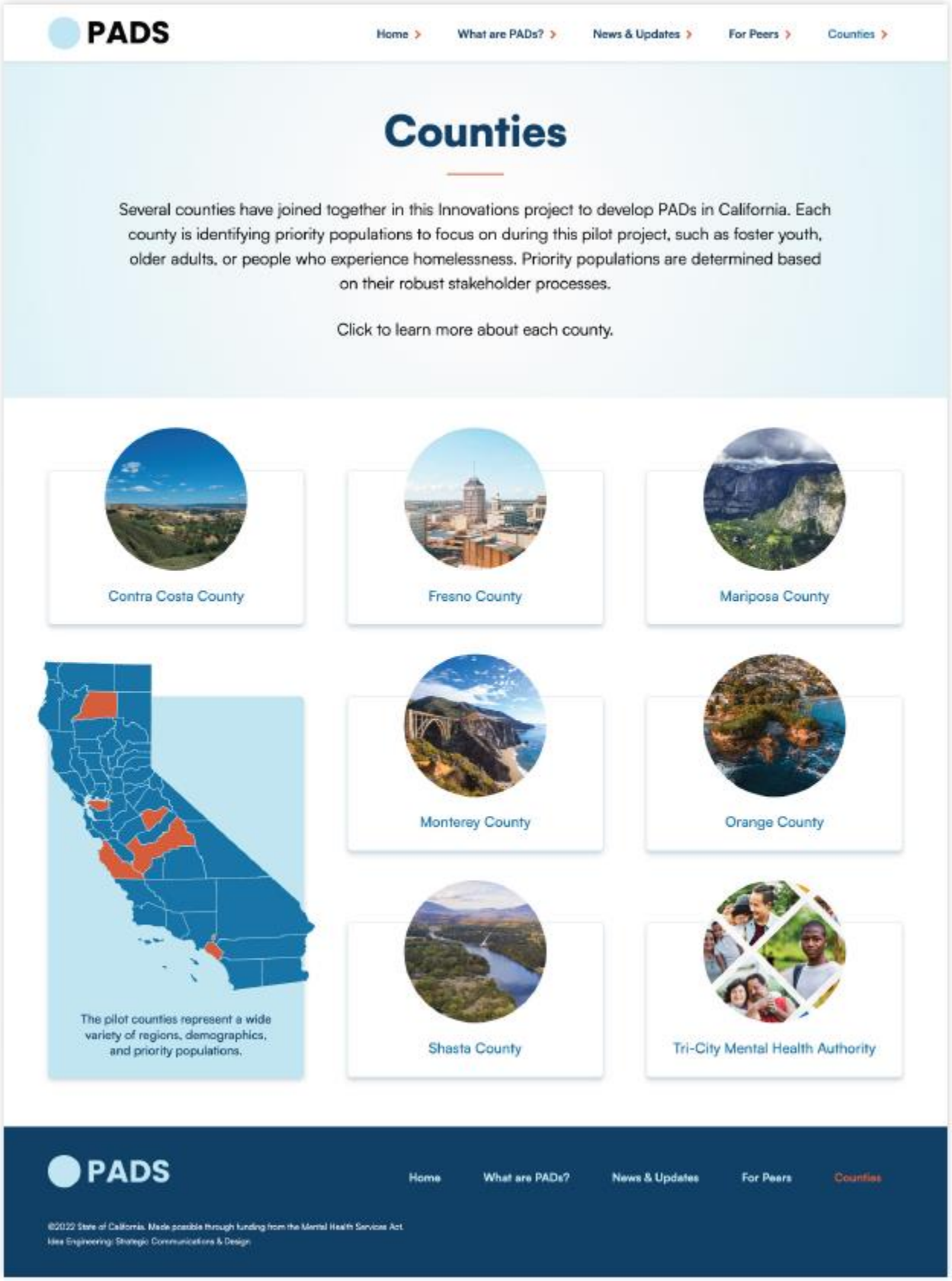
Appendix Q: PADs Timeline (PADS) (Page 4 of 4)

Evaluation - Process and Implementation	**RAND**	Develop Faciliator training evaluation protocol - Pre/Post-Survey with PADs Facilitators Develop Facilitator training evaluation protocol - Focus Groups with PADs Facilitators		
Evaluation - Platform	**BBI**	Develop coordinated schedule of site visits with Chorus & PB/CAMHPRO Attend/observe Chorus meetings and PB/CAMHPRO trainings Identify prospective County and 1st cohort stakeholder interview participants		

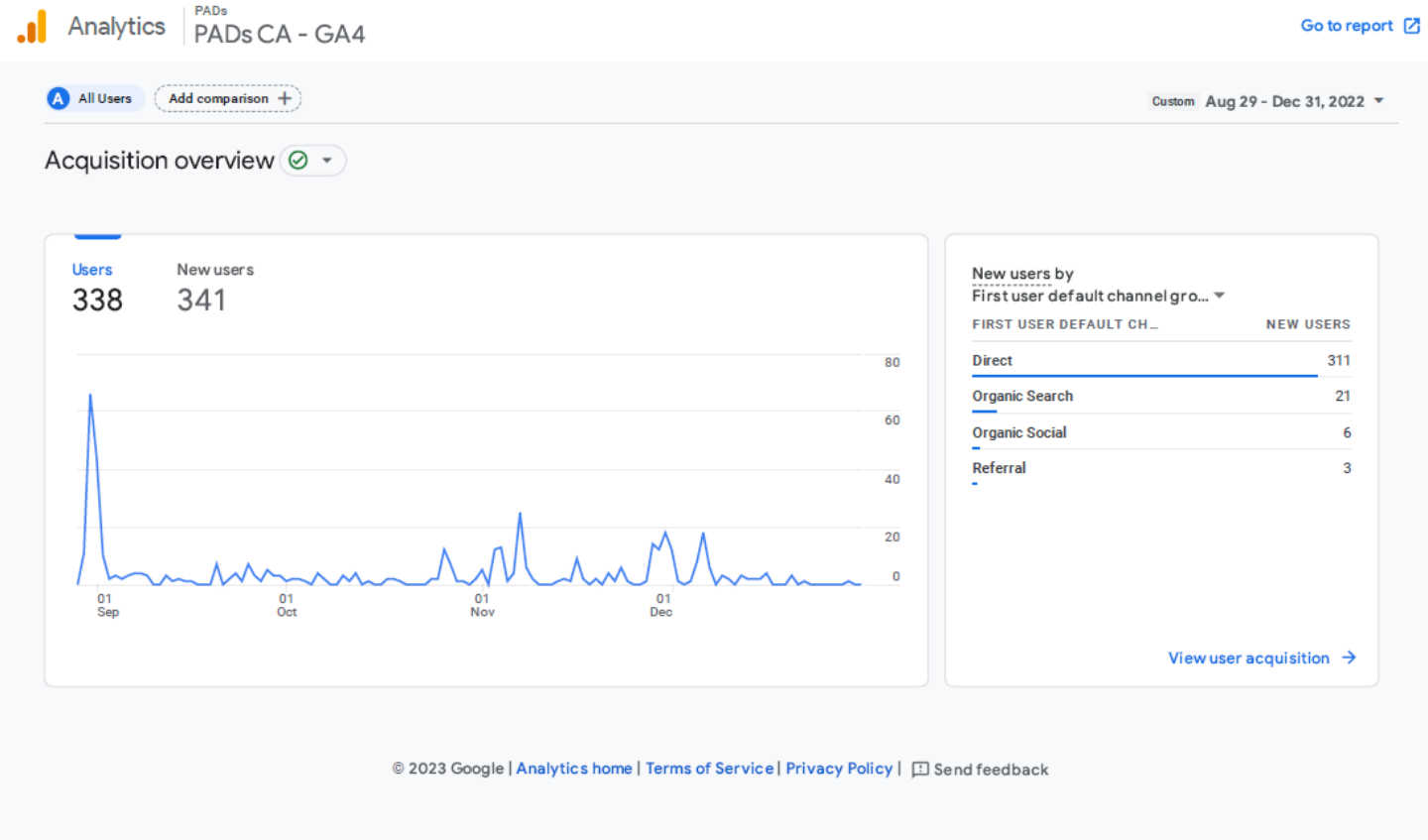
Appendix R: PADs Website and Analytics (PADs) (Page 1 of 7)



Appendix R: PADs Website and Analytics (PADS) (Page 2 of 7)



Appendix R: PADs Website and Analytics (PADS) (Page 3 of 7)



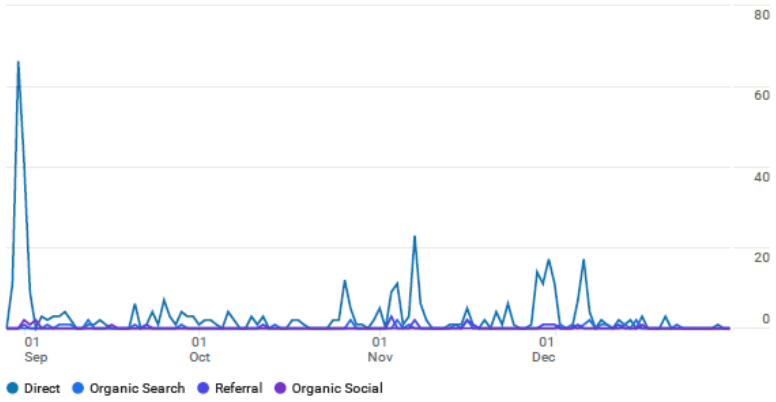
Appendix R: PADs Website and Analytics (PADS) (Page 4 of 7)

All Users | Add comparison | Custom Aug 29 - Dec 31, 2022

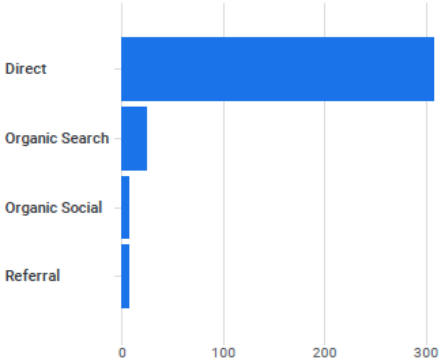
Traffic acquisition: Session default channel group

Add filter

Users by Session default channel group over time



Users by Session default channel group



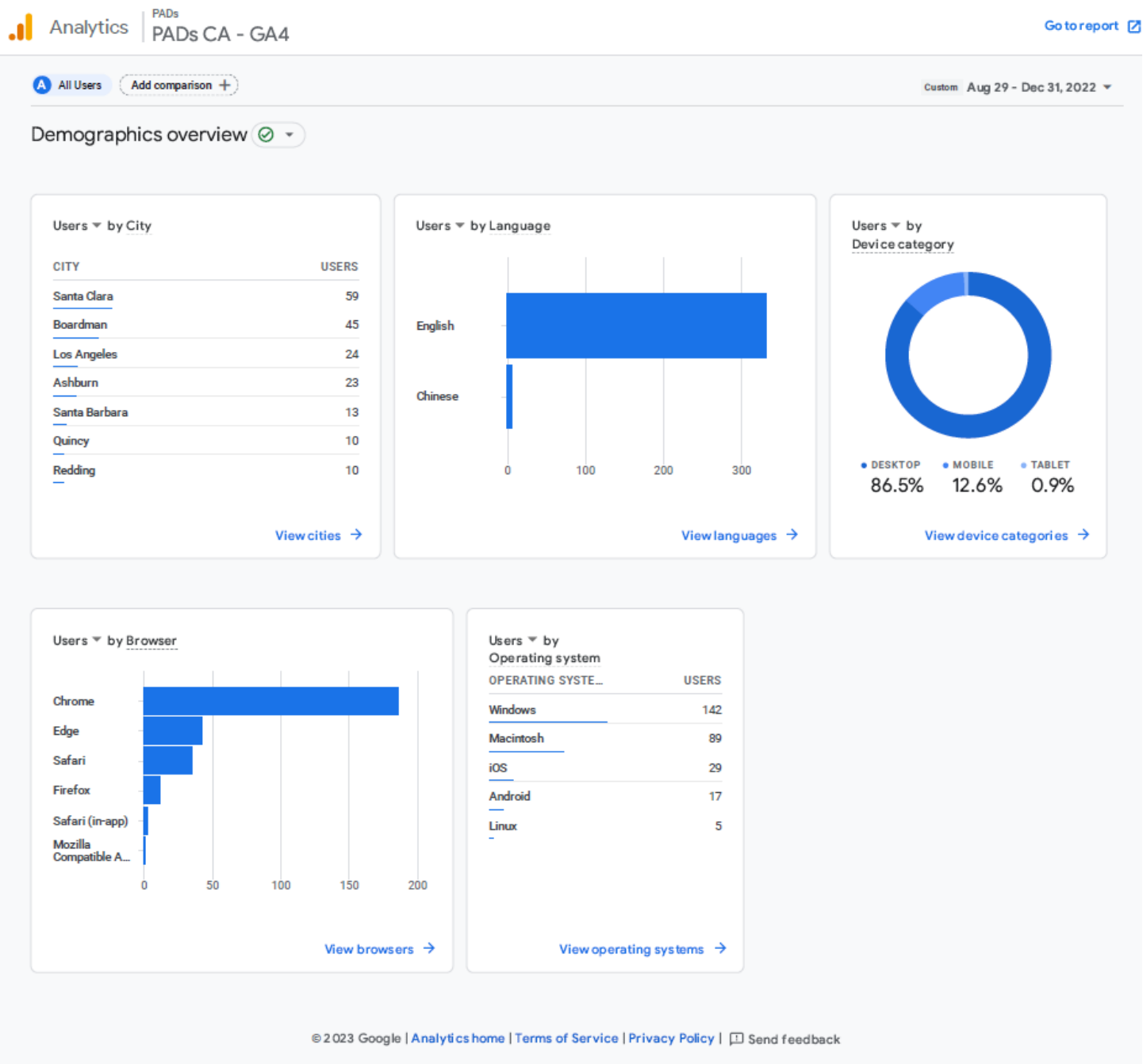
Search...

Rows per page: 10 | 1-4 of 4

	Session default channel group	Users	Sessions	Engaged sessions	Average engagement time per session	Engaged sessions per user	Events per session
		338 100% of total	621 100% of total	300 100% of total	1m 02s Avg 0%	0.89 Avg 0%	9.47 Avg 0%
1	Direct	308	557	260	1m 02s	0.84	9.44
2	Organic Search	24	32	17	0m 52s	0.71	9.97
3	Organic Social	6	7	4	0m 04s	0.67	7.00
4	Referral	6	25	19	1m 20s	3.17	10.00

© 2023 Google | Analytics home | Terms of Service | Privacy Policy | Send feedback

Appendix R: PADs Website and Analytics (PADS) (Page 5 of 7)



Appendix R: PADs Website and Analytics (PADS) (Page 6 of 7)

Analytics | PADs
PADs CA - GA4

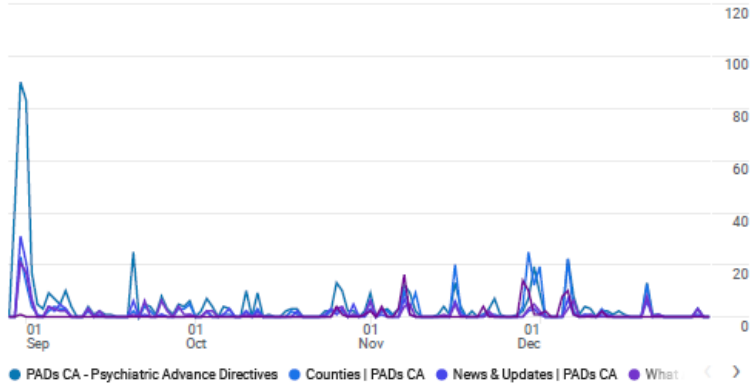
Go to report

All Users | Add comparison | Custom Aug 29 - Dec 31, 2022

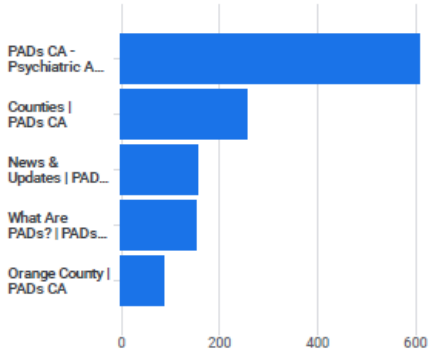
Pages and screens: Page title and screen class

Add filter

Views by Page title and screen class over time



Views by Page title and screen class



	Page title and screen class	Views	Users	Views per user	Average engagement time	Event count All events	Conversions All events	Total revenue
		2,045 100% of total	338 100% of total	6.05 Avg 0%	1m 54s Avg 0%	5,878 100% of total	0.00	$0.00
1	PADs CA - Psychiatric Advance Directives	607	225	2.70	0m 39s	1,797	0.00	$0.00
2	Counties | PADs CA	258	69	3.74	1m 08s	787	0.00	$0.00
3	News & Updates | PADs CA	155	61	2.54	0m 18s	374	0.00	$0.00
4	What Are PADs? | PADs CA	154	64	2.41	1m 38s	400	0.00	$0.00
5	Orange County | PADs CA	86	54	1.59	1m 04s	265	0.00	$0.00
6	For Peers | PADs CA	82	45	1.82	0m 08s	208	0.00	$0.00
7	Request for Proposal | PADs CA	79	30	2.63	0m 18s	272	0.00	$0.00
8	Tri-City Mental Health Authority | PADs CA	60	20	3.00	1m 28s	172	0.00	$0.00

Appendix R: PADs Website and Analytics (PADS) (Page 7 of 7)

Analytics | PADs
PADs CA - GA4

Go to report

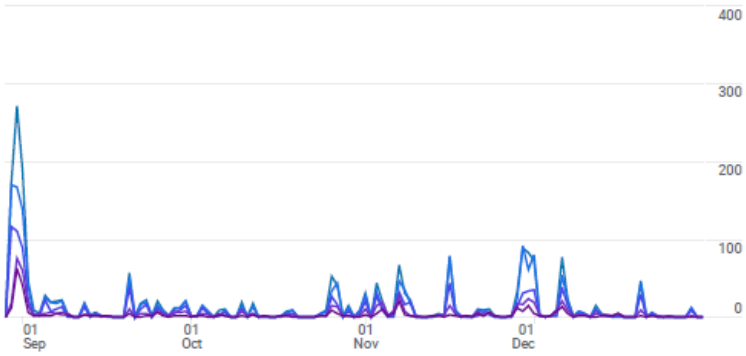
All Users | Add comparison +

Custom Aug 29 - Dec 31, 2022

Events: Event name

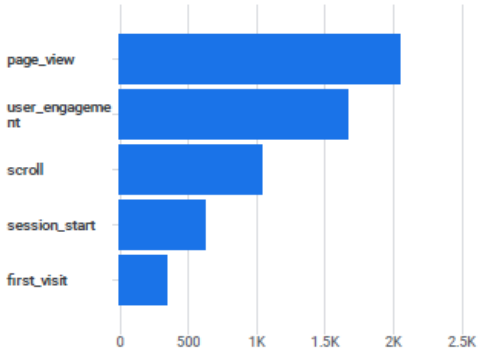
Add filter +

Event count by Event name over time



page_view user_engagement scroll session_start first_visit

Event count by Event name



Search...

Rows per page: 10 1-7 of 7

	Event name	Event count	Total users	Event count per user	Total revenue
		5,878 100% of total	338 100% of total	17.39 Avg 0%	$0.00
1	page_view	2,045	338	6.05	$0.00
2	user_engagement	1,669	131	13.04	$0.00
3	scroll	1,042	119	8.76	$0.00
4	session_start	623	338	1.84	$0.00
5	first_visit	341	338	1.01	$0.00
6	click	123	36	3.42	$0.00
7	file_download	35	21	1.67	$0.00

© 2023 Google | Analytics home | Terms of Service | Privacy Policy | Send feedback

Appendix S: Flyers (PADs) (Page 1 of 3)

Developing Psychiatric Advance Directives in California

PROJECT TITLE:
Multi-County Psychiatric Advance Directives (PADs) Innovations Project

TIMELINE:
July 1, 2022 - June 30, 2025

A note on language:
People living with mental health conditions may self-identify in different ways including, but not limited to, as clients, consumers, Peers, survivors, persons in recovery, persons served, or persons in care. For the purpose of this project we utilize Peers to refer to those living with mental health conditions.

Contact
Name, Title
Department
Email
Phone

OPTIONAL:
ADD COUNTY LOGO HERE

What is a Psychiatric Advance Directive (PAD)?

A PAD is a self-directed legal document that details a person's specific instructions or preferences regarding future mental health treatment. It is used to plan for the possibility that someone may lose the capacity to give or withhold informed consent to treatment during acute episodes of psychiatric illness. It allows a person in a mental health crisis to retain their decision-making capacity by choosing trusted agents to help advocate for their choices.

Project Goals

- Partnership with Peers to develop a standardized PAD template that will be turned into an online and interactive app (the PAD technology platform), with a PDF version available for situations that do not allow for online access
- Legislative and policy advocacy to create a legal structure to recognize PADs
- Evaluate development and adoption of PADs, including ease of use and understanding of PADs
- Create a sustainable and easily reproducible approach that can be used across California

PAD TECHNOLOGY PLATFORM

- Provide a **user-friendly and secure** online tool where people can learn about PADs, complete, and store their PAD
- Ability to share PAD information in **real-time** for use by crisis response and other healthcare staff
- Accessible in **8 languages**: Arabic, English, Farsi, Hmong, Korean, Mandarin, Spanish, and Vietnamese
- Include videos and information for **training** people on how to complete, or help others complete, and use PADs
- **Collaborative:** Co-creating the tool with Peer and community stakeholder voices at the forefront

For project updates and information about who's participating, visit:
www.padsca.org

The PADs Multi-County Innovation Project is funded by Mental Health Services Act/Prop. 63.

Appendix S: Flyers (PADS) (Page 2 of 3)

Developing Psychiatric Advance Directives in California

YOUR EXPERTISE & INPUT ARE NEEDED

First Responders • Medical & Clinical Staff

When you encounter someone experiencing a mental health crisis, what would you need to know in order to best inform your ability to care, treat or provide resources? As a subject matter expert in your line of work, we are requesting your participation in one or more input sessions as we create a Psychiatric Advance Directives (PADs) template in California. **If you are interested in helping develop this important tool, please contact:**

OPTIONAL:
ADD COUNTY LOGO HERE

Name, Title
Department
Email
Phone

What are PADs?

A PAD is a legal document allowing people with mental health conditions to identify their preferences for treatment in advance of a crisis.

PADs are a voluntary tool to help assist individuals in mental health crises to communicate in their own voices with first responders, hospital personnel and others.

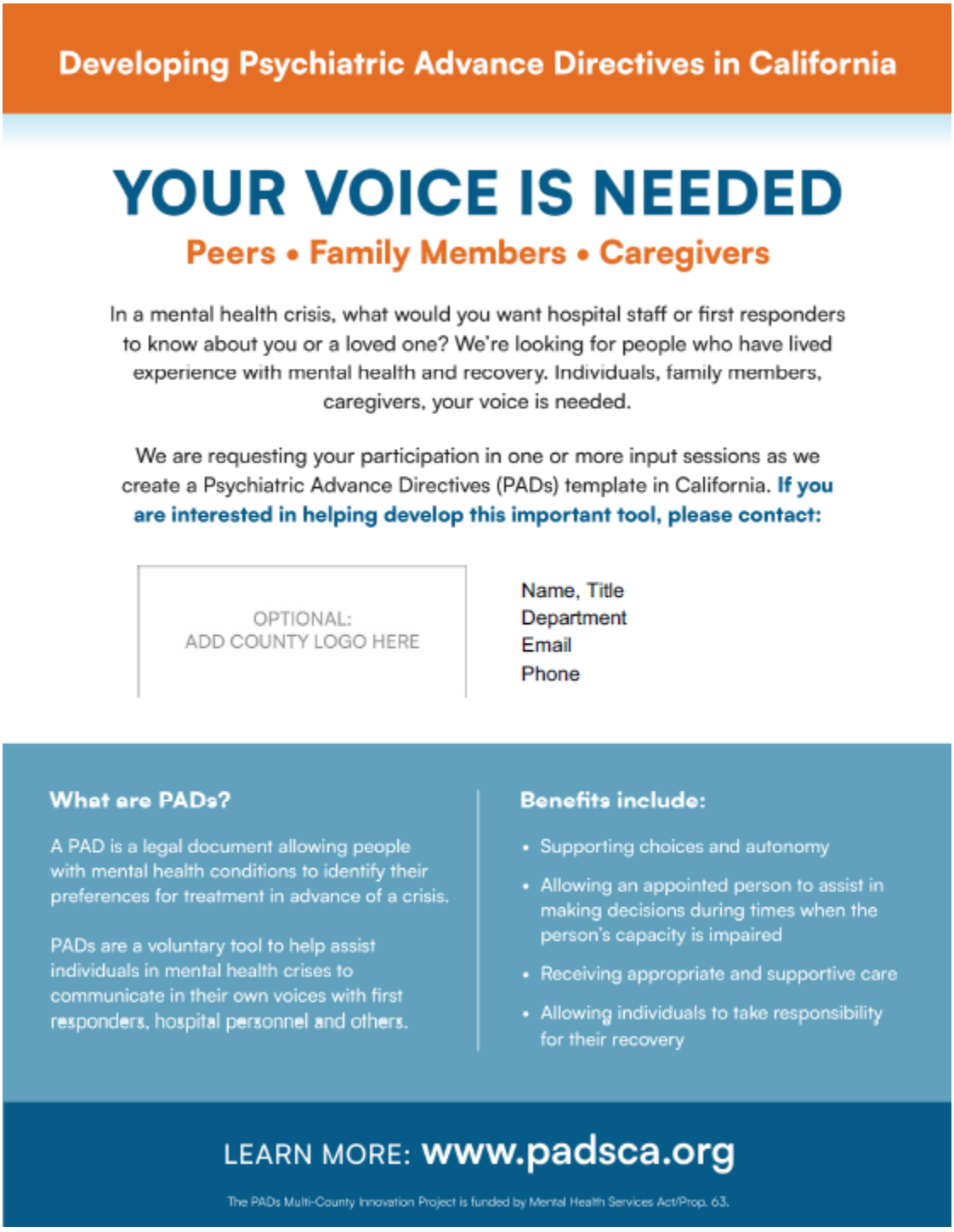
Benefits include:

- Allowing individuals to take responsibility for their recovery
- Allowing an appointed person to assist in making decisions during times when the person's capacity is impaired
- De-escalating potential crisis situations
- Providing appropriate and supportive care

LEARN MORE: **www.padsca.org**

The PADs Multi-County Innovation Project is funded by Mental Health Services Act/Prop. 63.

Appendix S: Flyers (PADS) (Page 3 of 3)



Developing Psychiatric Advance Directives in California

YOUR VOICE IS NEEDED

Peers • Family Members • Caregivers

In a mental health crisis, what would you want hospital staff or first responders to know about you or a loved one? We're looking for people who have lived experience with mental health and recovery. Individuals, family members, caregivers, your voice is needed.

We are requesting your participation in one or more input sessions as we create a Psychiatric Advance Directives (PADs) template in California. **If you are interested in helping develop this important tool, please contact:**

OPTIONAL:
ADD COUNTY LOGO HERE

Name, Title
Department
Email
Phone

What are PADs?

A PAD is a legal document allowing people with mental health conditions to identify their preferences for treatment in advance of a crisis.

PADs are a voluntary tool to help assist individuals in mental health crises to communicate in their own voices with first responders, hospital personnel and others.

Benefits include:

- Supporting choices and autonomy
- Allowing an appointed person to assist in making decisions during times when the person's capacity is impaired
- Receiving appropriate and supportive care
- Allowing individuals to take responsibility for their recovery

LEARN MORE: **www.padsca.org**

The PADs Multi-County Innovation Project is funded by Mental Health Services Act/Prop. 63.

Appendix T: Statement of Intent (PADs) (Page 1 of 2)

Statement of Intent
Legal language re: purpose/intent of the document *(Baz, NC, WA)*
Itemized list of what information is/isn't included in the document *(Baz)*
Appointment of Health Care Agent
Designation of Health Care Agent and Alternate(s) *(CA, Baz, NC, WA)*
Agent's and alternate's acceptance of designation, including signature *(Baz)*
Definition of Authority Granted *(CA, Baz, NC, WA)*
Option to specify limits to scope of what HCA can decide *(CA, NC, WA)*
Court Appointed Conservator *(CA, Baz)*
Mental Health Care Instructions
Who to notify upon admission to psychiatric facility? *(CA, Baz, NC)*
Individuals permitted to and prohibited from visiting *(CA, Baz, WA)*
Choice of treatment facilities *(CA, Baz, NC, WA)*
Primary physician for MH Care *(CA, Baz, NC, WA)*
Alternate physicians for MH Care *(CA, Baz, WA)*
Physicians NOT to be treated by if hospitalized *(CA, Baz, WA)*
Other preferred MH treatment providers *(WA)*
Methods for avoiding emergency situations *(CA, NC, WA)*
Choices for emergency interventions *(CA, Baz, WA)*
Choices for routine psychiatric medications (both those desired and not desired, also side effect concerns) *(CA, Baz, NC, WA)*
Choices for emergency psychiatric medications *(CA)*
Choices regarding electroconvulsive therapy *(CA, Baz, NC, WA)*
Preference for alternatives to hospitalization *(WA)*
Physical Health Care Instructions
Primary physician for medical care *(CA)*
Statement of desires, special provisions, and limitations *(CA)*
Choices re: experimental studies and drug trials *(CA, Baz)*
Instructions for life saving treatment *(CA)*

Appendix T: Statement of Intent (PADS) (Page 2 of 2)

Choices regarding contribution of anatomical gift/organ donation *(CA, NC)*
Instructions re: Autopsy *(CA)*
Other Instructions
Care and Temporary Custody of Children + Alternates *(Baz)*
Preferences regarding revocation or termination of the PAD, duration of PAD *(Baz, WA)*
Preferences or instructions about personal affairs (e.g. care of pets, bill payment, household, notification of employer) *(WA)*
Statement of Witnesses
Space for two signatures required in CA *(CA, Baz, NC, WA)*
Notary Option - in CA if not possible to get witness signatures *(CA, Baz, NC)*

Links to full forms:
Bazelon Center Template
CA Template
NC Template
WA Template

Examples of much more succinct forms, which include the bare minimum from options above:
IL Template
TX Template

Appendix U: Report on Implementation (PADs) (Page 1 of 3)

Report on Implementation of the Evaluation of Orange County Innovation Activities, with Particular Focus on Development and Outcomes of a PADs Technology Platform

Period(s) Covered: January 1, 2022-December 31, 2022

Submitted by:
Gary Shaheen, Ph.D.
Project Director
Burton Blatt Institute
Syracuse University

A. Summary of Activities and Accomplishments During the Reporting Period

This Project Report summarizes the activities implemented by BBI during the Initial Planning and Development Phase of its contract with Orange County (*January 1, 2022, through June 30, 2022*) and during its 2022 Implementation Phase (*July 1, 2022, through December 31, 2022*).

Initial Planning and Development Phase (January 1-June 30, 2022):

BBI conducted evaluation activities during the Initial Planning and Development Phase as below:

- Worked with SU's Office of Sponsored Programs to establish protocols and processes for administering the requirements of the Orange County contract and for fiscal administration of County and Sub-Contractor sub-awards.
- Hired former BBI Vice President, Dr. Gary Shaheen as PADs Evaluation Project Director. Thereafter Dr. Shaheen assumed oversight of the PADs evaluation project planning, communication, and infrastructure activities, assisted by other members of the BBI Research Team.
- Scheduled and participated in regular teleconference meetings and e-mail exchanges with Concepts Forward Consulting to discuss preliminary project planning and implementation timetables.
- Scheduled and participated in preliminary teleconference meetings and e-mail exchanges with Chorus Innovations, Inc. and the Rand Corporation to coordinate respective operational strategies relative to each partner's roles.

Appendix U: Report on Implementation (PADS) (Page 2 of 3)

- Began development of a comprehensive PADs Literature Review to strengthen the empirical basis for implementing BBI's evaluation.
- Developed an initial evaluation project implementation schedule Excel spreadsheet to be revised on an ongoing basis.
- Drafted sections of BBI's Institutional Review Board (IRB) request, including drafts of Informed Consent Agreements, and descriptions of mixed methods research, with anticipated implementation of interviews during the first Quarter of 2023.
- Reviewed the BBI Evaluation Project Scope of Work and submitted it to Concept Forwards Consulting.

Implementation Phase (July 1, 2022-December 31, 2022)

- Continued to schedule and participate in regular teleconference meetings and e-mail exchanges with Concepts Forward Consulting to plan and implement the multi-county PADs initiative.
- Continued development of a comprehensive PADs Literature Review to strengthen the empirical basis for implementing BBI's evaluation.
- Prepared materials and participated in a PADs Kick-off Meeting and subsequent planning meetings held in Fresno on August 16-17, 2022. Dr. Blanck, Dr. Shaheen, and Jonathan Martinis, Esq. presented an overview of the BBI evaluation plan, and Mr. Stuart Taub, Director of the Syracuse University Office of Sponsored Programs presented an overview of BBI's contract and payment policies to attendees that included County representatives Project Sub-Contractors, and the Innovation Project Director, Ms. Kiran Sahota.
- Implemented its Phase I evaluation activities by developing protocols to structure its participation and observations of PADs project subcontractor and county meetings.
- Developed a comprehensive Stakeholder Resource Mapping Template identifying and summarizing the services provided by diverse stakeholders to people with mental illnesses who are identified as priority populations by each participating county. The Template was provided to them and Chorus to assist in their identification and engagement of stakeholders for PADs implementation.
- One of two Research staff was hired and began work on September 15, 2022. He was on station in California by October 2022.
- BBI and the SU Office of Sponsored programs continued to review and process invoices submitted by sub-contractors and Counties per established SU protocols including timely payments based upon submission and review of invoices.
- Attended weekly, bi-weekly and monthly multi-county project planning meetings that included representatives of each participating County, Chorus, Painted Brain, IDEA, and the Rand Corporation.
- Finalized a consulting contract with Concepts Forward Consulting to provide evaluation project consultation, support and assistance as needed.

Appendix U: Report on Implementation (PADS) (Page 3 of 3)

- Participated in regular and focused partner meetings with Chorus and the Rand Corporation to coordinate their respective implementation plans.
- Developed an updated implementation timeline spreadsheet for inclusion into a master calendar of milestones and deliverables that was disseminated to project partners and County representatives that was uploaded to the PADs share drive.
- Continued development of a comprehensive PADs Literature Review to strengthen the empirical basis for implementing BBI's evaluation.
- Submitted the Request for Expedited Review of Research with Human Subjects and attachments to the Syracuse University Institutional Review Board (IRB) request.
- Revised the IRB request for revisions and prepared its resubmission.
- Finalized the comprehensive Stakeholder Resource Mapping Template that was drafted during the first Phase of the project.

B. Challenges Encountered and Resolved During the Reporting Period

- No significant evaluation related challenges were encountered that were not overcome.
- After some initial delays in securing and processing the County and Sub-Contractor sub-awards through the Syracuse University fiscal processes, these issues were resolved during the reporting period and invoices are being processed on their regular schedules.

C. Plans and Expectations for Calendar Year 2023

- Approval from the SU IRB is expected during the First Quarter of 2023, enabling BBI to schedule and conduct interviews with County and stakeholder staff focused upon the process of developing the PADs web-based platform.
- BBI and Concepts Forward will arrange a meeting to discuss how the consultant can advise and support BBI's evaluation during 2023.
- BBI will develop a plan to attend meetings and training sessions where Chorus and/or Painted Brain will include discussion of the web-based platform on their agendas.
- We will continue to update the BBI implementation plan located on the PADs share drive.
- BBI expects to participate in person at the March partners meeting.
- By the fourth Quarter of 2023, BBI expects to submit its request for IRB approval to conduct peer focus groups and interviews commencing in 2024.

Psychiatric Advance Directives

Multi-County Collaborative Mental Health Services Act Innovations Project

Chorus Innovations - Deliverable 2: App architecture and design roadmap

Deliverable Date: December 30, 2022

Table of Contents

Executive Summary 3

1. Participatory Engagement 4

1a. Draft initial engagement plan 4
1b. Conduct workgroup planning meetings 4
1c. Meeting Documentation 5
1d. Update overall project and technology governance plan as needed 5
1e. Implementation and Dissemination Plan 5

2. Security/Infrastructure/Project Administration 6

2a. Meet with relevant technical teams and draft initial outline of security and infrastructure needs 6
2b. Begin technical modifications to meet security requirements. 6
2c. Setup and maintain Chorus servers for testing and development. 6
2d. Provide initial technical specifications outlining server environment, hosting, disaster/recovery processes, security, compliance and monitoring methods. 7
2e. Participate in regular and ongoing contract management meetings as needed with the Project Director. 7

3. App Design and Testing 8

3a. Provide initial outline of the app including expected features, general design, and functionality. 8
3b. Provide updated "wireframe" (basic mockups without styling) as well as higher-fidelity user interface designs as needed 9
3c. Establish a plan for user testing and obtaining feedback from stakeholders including qualitative interviews, quantitative user experience surveys as needed. 10
3d. Summarize feedback including primary themes from interviews and descriptive results from usability measures. Provide documentation of results. 10
3e. Provide documentation of proposed modifications based on usability testing. 10

4. App Development 11

4a. Implement designs as functional app modules/screens. 11
4b. Provide test accounts to project staff to test app. 11

Appendix 11

Executive Summary

The Multi-County Psychiatric Advance Directives (PADs) Innovations Project brings together seven counties and their stakeholders, advocacy groups, and peers with lived experience to develop a standardized PAD template, training resources and a "toolkit" (all in multiple languages), PADs technology platform, and recommendations for statewide PADs legislation, policy, and procedures. We will employ an engagement strategy, adapted from best practices described in community partnered participatory research (CPPR) and advised by nationally recognized experts in community-partnered practices, to ensure an equitable process that meaningfully engages all stakeholders during all phases of this project.

One of the core principles of the Mental Health Services Act is to promote consumers and family participation and involvement, as well as community partnership, to reach broadly into all California communities to address behavioral and mental health issues. We believe our engagement strategy will not only give voice to historically underserved, unserved, and silent communities, but have a transformative impact that will empower their self determination and cultivate future community champions.

In this report, we summarize project progress to date. This deliverable is focused on app architecture and design roadmap. We describe below updates to the engagement plan, the updated project timeline and project management process, and ongoing foundational research that is informing the app architecture and the design roadmap. Please see appendices for additional details.

1. Participatory Engagement

1a. Draft initial engagement plan

Chorus Innovations' (Chorus) participatory and community-centered design approach builds on evidence-based best practices from community-based participatory research and technology adoption frameworks. The goal is to work with all relevant stakeholders, including individuals within public health agencies and broader community-based stakeholders, in order to create an agile, inclusive, and responsive approach to creating digital health technologies and implementing system-level changes.

The exact structure of the engagement process continues to evolve and be discussed with the Counties and project subcontractors. Due to the complexity of engaging multiple stakeholder groups across seven counties and the counties individually being on slightly different timelines in terms of engaging their stakeholders, flexibility will be needed to accommodate the availability of those who are interested in participating in this project. In early 2023, the priority will be for Painted Brain/CAMHPRO and Concepts Forward Consulting to engage stakeholders in informational/listening sessions with the goal of identifying individuals who are interested in participating in ongoing workgroups as needed. Chorus plans to attend these sessions and hopes to identify those who are interested in providing ongoing suggestions and feedback regarding the development of the technology platform in more focused workgroups.

In collaboration with Concepts Forward Consulting, we developed a draft high-level workflow that summarized the stakeholder engagement process broadly and a workflow focused more specifically on the process of developing the PAD template and training and how stakeholder engagement is incorporated into those processes.

These workflows can be found in **Appendix A - Engagement and Template Workflows** and **Appendix B - Training Development Workflow**

1b. Conduct workgroup planning meetings

Chorus met individually with all counties involved in the project during late September-early October to discuss their identified priority populations, relevant local stakeholders to engage in the project and current thoughts on best ways to engage them, any anticipated barriers or particular sensitivities locally to be considered in project implementation, and answer any questions regarding Chorus' role on the project etc.

Across the meetings, we identified the following themes:

- Education of stakeholders/community partners was a consistent priority for most counties. In particular, getting the messaging right to most effectively build buy-in to the project was discussed by many. There was agreement that it will be important to message why/how this can benefit the day-to-day work of stakeholders.
- There was consensus that trying to convene two cross-county groups, one for county counsel and one for IT departments may be helpful as they can get ideas from one another and maybe work through some of the particulars together. There is hope that this may also help reduce the time it takes to move this project through the reviews by these entities.
- All counties have chosen for the initial implementation to either be within programs that are directly-operated or operated by contractors with whom the county has positive/supportive working relationships.

- Several counties raised the issue of access to PADs for first responders in rural areas that may have unreliable cell/internet access. This will be important to discuss with relevant stakeholders to think through what alternatives may be available/preferred.

Chorus met with Painted Brain/CAMHPRO, Idea Engineering, and Concepts Forward Consulting on December 22nd to strategize regarding each subcontractor's engagement needs, how to best align engagement activities across all groups, and a proposed structure to engagement meetings and workgroups. Key points from the meeting included:

- The importance of making sure the appropriate support and procedures are in place during engagement sessions given the sensitive subject matter related to PADs and the possibility that some people, due to their own lived experience or that of people they know, may be triggered during discussions.
- Clarity regarding the engagement activities each subcontractor needs to effectively incorporate stakeholder feedback into deliverables.
- Discussion regarding format of listening sessions vs. workgroups including distinguishing their different intents/purposes and how each could be utilized in this project.
- Agreed timeline to start listening sessions with peers, first responders/hospitals, and family members in mid-late February.

Chorus also drafted an initial list of questions to ask stakeholders. These questions will be shared with the Template Subcommittee for comment and feedback in January 2023. These questions can be found in **Appendix C - Chorus Questions for Stakeholders**

1c. Meeting Documentation

A comprehensive summary of meetings to date can be found in **Appendix D - Project Meetings - PADs**.

1d. Update overall project and technology governance plan as needed

Technology governance plan will be a focus of subsequent phases as the participatory engagement and workgroup meetings begin with the counties and relevant stakeholders.

1e. Implementation and Dissemination Plan

Chorus continues to meet regularly with Project Lead, Kiran Sahota, and the other subcontractors on the project to discuss and refine the timeline. In a meeting on December 5th hosted by Chorus and attended by all project subcontractors, the group reviewed deliverables and began plotting them on a timeline. The group discussed interdependencies of deliverables, corresponding engagement activities, and action items for the counties. This resulted in clarification of the timeline for the next two months (Dec 2022 and January 2023) and the group committed to continue to define the timeline for the first two quarters of 2023 in the January 2023 subcontractor meeting.

For a more detailed and comprehensive view, see **Appendix E - PADs Project Timeline.**

2. Security/Infrastructure/Project Administration

2a. Meet with relevant technical teams and draft initial outline of security and infrastructure needs

As more users of the PADs application are identified, Chorus will further define the needs of each user type and articulate the requirements in relations to security and infrastructure:

- In-the-moment access to PADs by all relevant stakeholders
- Secure, private, and voluntary
- Cloud-based access and distribution, HIPAA compliant

In the subsequent quarters, we will work with counties to identify relevant individuals from technical and compliance teams to meet with. We will begin IT security and compliance reviews when counties are ready for that step.

2b. Begin technical modifications to meet security requirements.

A key priority over the first year of engagement is to work with counties and other stakeholders to more fully outline the technical specifications of the PADs Platform. We outline below the initial draft considerations.

The draft specifications in which the PADs application must serve include:

- Considerations of data structure as it relates with county EHRs
- Developed for CA, with potential sharing capabilities nationwide
- The platform must include statewide access and potential interoperability with other platforms such as LE CLETS, Cerner, EPIC, and behavioral health EHR's, as well as being a standalone resource for PADs information, training videos, PADs template, housing of the actual completed PAD form and instant accessibility.
- Nine threshold languages: Arabic, English, Farsi, Hmong, Korean, Mandarin, Mixteco, Spanish and Vietnamese

As the PADs project continues, all technical specifications will be further shaped by factors such as:

- Needs of the various individuals or organizations that must interface with the PADs application
- Breadth of features and functionality the PADs application
- Considerations on how the PADs application will be distributed or shared across user who need access

2c. Setup and maintain Chorus servers for testing and development.

The technical team has completed its provisioning of relevant server resources for use of PADs in the Chorus Platform environment. The servers are ready for testing and development of initial versions of the PADs application.

2d. Provide initial technical specifications outlining server environment, hosting, disaster/recovery processes, security, compliance and monitoring methods.

General overview of the Chorus technical and security architecture is as follows:

- Hosted in Amazon Web Services data centers, which are audited in accordance with the AICPA SOC guidelines
- The cloud environment is monitored 24/7 by multiple teams, including CrowdStrike and our managed services provider (ClearDATA)
- Access to customer data is only granted based on the principle of least privilege and Role Based Access Controls (RBAC)
- Complex passwords and Multi-Factor Authentication are required to access cloud environments and critical resources
- Sensitive data protected in transit and at rest via strong encryption.
- All endpoints are protected by industry leading Next Generation Antivirus and Extended Endpoint Protection (XDR) solutions. Each endpoint employs Full Disk Encryption to protect data from compromise in the event a device is lost or stolen
- Customer data is securely backed up daily to alternate data centers, ensuring availability in the event of a natural or man-made disaster in the area
- Annual employee security and privacy training that includes regular testing for social engineering and phishing preparedness

Please note, specific technical documentation including disaster/recovery processes have been fully documented and are ready to share. These will be shared confidentially with relevant county information technology teams as needed rather than included in this report. We will document relevant meetings and share outs with county IT as the project progresses.

2e. Participate in regular and ongoing contract management meetings as needed with the Project Director.

A comprehensive summary of meetings to date can be found in **Appendix D - Project Meetings - PADs**.

3. App Design and Testing

3a. Provide initial outline of the app including expected features, general design, and functionality.

Landscape Analysis

The goal of a landscape analysis is to comprehensively look at the user experience (UX) created by similar services. We can then test these experiences in 1:1 user interviews and community engagement meetings. This allows us to validate design assumptions for a PADS solution based on the UX flows other similar services have constructed.

In our landscape analysis, we looked at the following advance directive and related digital services:

- MedicAlert Foundation
- MyDirectives
- SAMHSA (My Mental Health Crisis Plan)
- SAMHSA (Suicide Safe)
- US Advanced Care and Plan Registry (USACPR)

For each of the above services, we analyzed the user experience, i.e. how a user interacts with and experiences a product, system or service.

- Initial onboarding process
- How a service handles the creation of an advanced directive

We also looked at each service's brand, which includes elements such as:

- Common visual motifs
- Calls to action
- Each service's value proposition
- Copywriting and voice
- Use of color, contrast, etc.

Brief Summary of Landscape Analysis Findings

MyDirectives and SAMHSA (My Mental Health Crisis Plan) performed the best during our UX audit, scoring favorably for their chunking of information in the PADs forms, as well as their relatively straightforward and minimalist design choices. In particular, MyDirectives attempts to incorporate helpful tips and explainers of complex terminology specific to the AD that is being completed. Additionally, both services made some type of effort to have a unique onboarding and first-time UX, which we feel is an integral part of onboarding new users to a potential PADs product. However, we identified areas for simplification - particularly since our scope can make us more targeted than an all encompassing AD provider like MyDirectives - as well making tips and helpful pointers better integrated into our service than the aforementioned products.

USACPR and MedicAlert scored poorly for the overall information architecture and brand, and USACPR suffered particularly from displaying walls of text to users, as well as no clear 'next step' for users who wanted to get started on creating their ADs. However, MedicAlert's dashboard view seemed like an acceptable model

to pull some inspiration from, with large visual elements that are easily clickable and accessible for less tech-savvy users.

PADs Template Research

To begin planning for the structure and components of the PAD template that will need to be built into the app, Chorus reviewed existing PADs from the states of California, North Carolina, Washington, Illinois, Texas, and the template created by the Bazelon Center for Mental Health Law. We identified the commonalities in the prompts/questions asked across the documents and categorized them by themes, resulting in the following tentative sections: Statement of Intent, Appointment of Health Care Agent, Mental Health Care Instructions, Physical Health Care Instructions, Other Instructions, and Statement of Witnesses.

While the specifics of the document for the purposes of this project are still to be determined through the stakeholder engagement process, this gives Chorus a starting point as we begin to think through the structure and functionality of the template portion of the app.

The full document can be found in **Appendix F - PADs Template Components**

User Personas and Journeys

To aid in the design of the app and identification of beneficial functionality, it is important for the Chorus design team to understand more about the users for whom the app is being created. In the early stages of a project, this is achieved by developing user personas and journeys. The user personas are composite profiles of archetypal users of the app that include things such as demographic characteristics, information about tech literacy, personality traits, and the potential goals, motivations, and frustrations of the user. User journeys build up on these personas and provide information about how a particular user persona is anticipated to interact with the app being built including identifying different touchpoints, thoughts/feelings, pain points, and opportunities as they navigate the product.

Chorus has created initial draft user personas and has begun to develop user journeys. Chorus will obtain feedback from stakeholders and counties as relevant to continue to refine understanding of the potential users of the app.

The user personas can be found in **Appendix G - PADs User Personas** and the user journeys in **Appendix H PADs User Journeys**

3b. Provide updated "wireframe" (basic mockups without styling) as well as higher-fidelity user interface designs as needed

This work is anticipated to start in the next deliverable period of the project.

3c. Establish a plan for user testing and obtaining feedback from stakeholders including qualitative interviews, quantitative user experience surveys as needed.

The purpose of user testing will be to balance the presentation (design) of the PADs application and its functional needs for all the users. The result sets will help determine the level of usability and helpfulness necessary for the PADs application.

The "balance" will be factored by:

- Identifying all user types of the application and user's needs
- Identifying social determinants that may impact the way the PADs application may be utilized by its users, including necessary research to understand key audiences (i.e. demographics or behavioral patterns when consuming or interfacing with digital content)
- Creating test criterions to help measure the ease of use and helpfulness of the designs or features

Measurement of user testing may be conducted to targeted groups or audiences, such as general user testing through user testing services and more importantly through direct peer/stakeholder feedback. Not all user testing may occur at the same time.

3d. Summarize feedback including primary themes from interviews and descriptive results from usability measures. Provide documentation of results.

This work is anticipated to start in the next deliverable period of the project.

3e. Provide documentation of proposed modifications based on usability testing.

This work is anticipated to start in the next deliverable period of the project.

Appendix V: Chorus Innovations Deliverables 2 (PADS) (Page 11 of 11)

4. App Development

4a. Implement designs as functional app modules/screens.

This work is anticipated to start in the next deliverable period of the project.

4b. Provide test accounts to project staff to test app.

This work is anticipated to start in the next deliverable period of the project.

Appendix

Appendix A - Engagement and Template Workflows

Appendix B - Training Development Workflow

Appendix C - Chorus Questions for Stakeholders

Appendix D - Project Meetings - PADs

Appendix E - PADs Project Timeline

Appendix F - PADs Template Components

Appendix G - PADs User Personas

Appendix H - PADs User Journeys

Chorus Innovations: Year End Project Update

Summary of Work Completed July-December 2022

1. Participatory Engagement

Initial Planning

Chorus initially identified the following stakeholders whose input we felt tol be vital to the success of the project and we will continue to collaborate with the Counties to identify representatives for these and any other stakeholder groups identified.

- Consumers and family members/friends of consumers
- Peer support workers
- Mental health clinicians, case workers, psychiatrists, health care staff working in a range of settings (e.g. outpatient clinics, crisis teams, emergency/in-patient units, primary care, hospitals)
- County behavioral health departments and their contractors
- Justice system (e.g. law enforcement, probation, jails, courts)
- Disability rights and other relevant advocates
- Legal counsel (e.g. county counsel, defense/district/family dependency attorneys)
- Any others expected to use or be affected by PADs

We also recommended that we hear from individuals representative of the diversity of the user base we anticipate for the PADs Platform. We will partner with the Counties to keep these populations in mind when recruiting stakeholders to participate in the project.

- Veterans
- LGBTQIA+
- Black/African American
- Latino
- Rural
- Members of the threshold language communities
- Range of ages
- Any other relevant sub-populations identified by our partners

Finally, we presented the following structure to the Counties as an ***option*** for how to organize the stakeholder engagement process for this project and will continue conversations with them as we move forward to determine what best suits the needs of all involved in the project:

Executive/Advisory Committee

- County reps, peers, families, legal experts
- Ideally 15-20 people
- Able to advise on bigger issues (larger systemic considerations)
- Help to guide workgroup process and engage in decision making regarding the information obtained from workgroups and subcommittees
- Bi-monthly meetings at least to start

Stakeholder Workgroup

- Reps from all counties, peers, families, and all other stakeholder groups
- This will be a much larger group (up to 50 people)
- 60-90 minute meetings? Longer?
- Inform and direct topics/organization of subcommittees
- Receive status updates on progress of topic-focused subcommittees
- Place to surface main themes, particularly those that are cross cutting multiple domains and/or outside of the purview of Chorus' work.
- Meet monthly to begin

Subcommittees/Subworkgroups

- Membership would depend on the topic - could be organized by role/profession, stakeholders involved in a certain part of the process, or particular topic
- Smaller groups of 15-20 people
- Provide more focused and specific feedback around a certain topic, process, or from a particular perspective
- Number and frequency of meetings TBD - dependent on the subject matter. Subcommittees typically meet regularly for a discrete period resulting in specific recommendations to the workgroup

Community Share-Outs

- Attended by anyone with interest in, and who will possibly be impacted by, the project
- Large group, potentially 100-200 people
- Forum to share project updates/direction to the larger community for transparency and to allow opportunity for feedback from those who are not as directly involved in the project
- Meet quarterly or bi-annually

The exact structure of the engagement process continues to evolve and be discussed with the Counties and project subcontractors. Due to the complexity of engaging multiple stakeholder groups across seven counties and the counties individually being on slightly different timelines in terms of engaging their stakeholders, the *exact* format above may not be realistic. Flexibility will be needed to accommodate the availability of those who are interested in participating in this project. In early 2023, the priority will be for Painted Brain/CAMHPRO and Concepts Forward Consulting to engage stakeholders in informational/listening sessions with the goal of identifying individuals who are interested in participating in ongoing workgroups as needed. Chorus plans to attend these sessions and hopes to identify those who are interested in providing ongoing suggestions and feedback regarding the development of the technology platform in more focused workgroups.

Chorus also met individually with all Counties involved in the project during late September-early October to discuss their identified priority populations, relevant local stakeholders to engage in the project and current thoughts on best ways to engage them, any anticipated barriers or particular sensitivities locally to be considered in project implementation, and answer any questions regarding Chorus' role on the project etc.

Across the meetings, we identified the following themes:

- Education of stakeholders/community partners was a consistent priority for most counties. In particular, getting the messaging right to most effectively build buy-in to the project was discussed by many. There was agreement that it will be important to message why/how this can benefit the day-to-day work of stakeholders.
- There was consensus that trying to convene two cross-county groups, one for county counsel and one for IT departments may be helpful as they can get ideas from one another and maybe work through some of the particulars together. There is hope that this may also help reduce the time it takes to move this project through the reviews by these entities.

- Reps from all counties, peers, families, and all other stakeholder groups
- This will be a much larger group (up to 50 people)
- 60-90 minute meetings? Longer?
- Inform and direct topics/organization of subcommittees
- Receive status updates on progress of topic-focused subcommittees
- Place to surface main themes, particularly those that are cross cutting multiple domains and/or outside of the purview of Chorus' work.
- Meet monthly to begin

Subcommittees/Subworkgroups

- Membership would depend on the topic - could be organized by role/profession, stakeholders involved in a certain part of the process, or particular topic
- Smaller groups of 15-20 people
- Provide more focused and specific feedback around a certain topic, process, or from a particular perspective
- Number and frequency of meetings TBD - dependent on the subject matter. Subcommittees typically meet regularly for a discrete period resulting in specific recommendations to the workgroup

Community Share-Outs

- Attended by anyone with interest in, and who will possibly be impacted by, the project
- Large group, potentially 100-200 people
- Forum to share project updates/direction to the larger community for transparency and to allow opportunity for feedback from those who are not as directly involved in the project
- Meet quarterly or bi-annually

The exact structure of the engagement process continues to evolve and be discussed with the Counties and project subcontractors. Due to the complexity of engaging multiple stakeholder groups across seven counties and the counties individually being on slightly different timelines in terms of engaging their stakeholders, the *exact* format above may not be realistic. Flexibility will be needed to accommodate the availability of those who are interested in participating in this project. In early 2023, the priority will be for Painted Brain/CAMHPRO and Concepts Forward Consulting to engage stakeholders in informational/listening sessions with the goal of identifying individuals who are interested in participating in ongoing workgroups as needed. Chorus plans to attend these sessions and hopes to identify those who are interested in providing ongoing suggestions and feedback regarding the development of the technology platform in more focused workgroups.

Chorus also met individually with all Counties involved in the project during late September-early October to discuss their identified priority populations, relevant local stakeholders to engage in the project and current thoughts on best ways to engage them, any anticipated barriers or particular sensitivities locally to be considered in project implementation, and answer any questions regarding Chorus' role on the project etc.

Across the meetings, we identified the following themes:

- Education of stakeholders/community partners was a consistent priority for most counties. In particular, getting the messaging right to most effectively build buy-in to the project was discussed by many. There was agreement that it will be important to message why/how this can benefit the day-to-day work of stakeholders.
- There was consensus that trying to convene two cross-county groups, one for county counsel and one for IT departments may be helpful as they can get ideas from one another and maybe work through some of the particulars together. There is hope that this may also help reduce the time it takes to move this project through the reviews by these entities.

- All counties have chosen for the initial implementation to either be within programs that are directly-operated or operated by contractors with whom the county has positive/supportive working relationships.
- Several counties raised the issue of access to PADs for first responders in rural areas that may have unreliable cell/internet access. This will be important to discuss with relevant stakeholders to think through what alternatives may be available/preferred.

Engagement Workflows

In collaboration with Concepts Forward Consulting, we developed a draft high-level workflow that summarized the stakeholder engagement process broadly and a workflow focused more specifically on the process of developing the PAD template and training and how stakeholder engagement is incorporated into those processes. These workflows were shared with project subcontractors for feedback and will be shared with the Counties in early 2023.

Subcontractor Collaboration on Engagement

Chorus met with Painted Brain/CAMHPRO, Idea Engineering, and Concepts Forward Consulting on December 22nd to strategize regarding each subcontractor's engagement needs, how to best align engagement activities across all groups, and a proposed structure to engagement meetings and workgroups. Key points from the meeting included:

- The importance of making sure the appropriate support and procedures are in place during engagement sessions given the sensitive subject matter related to PADs and the possibility that some people, due to their own lived experience or that of people they know, may be triggered during discussions.
- Clarity regarding the engagement activities each subcontractor needs to effectively incorporate stakeholder feedback into deliverables.
- Discussion regarding format of listening sessions vs. workgroups including distinguishing their different intents/purposes and how each could be utilized in this project.
- Agreed timeline to start listening sessions with peers, first responders/hospitals, and family members in mid-late February.

2. Project Management

During this period, Chorus built out the project team including a Senior Program Manager, a Product Manager, a Community Engagement Manager, a Lead Designer, and a Lead Solutions Architect.

In consultation with Project Lead, Kiran Sahota, and the other subcontractors on the project, we drafted an initial project timeline that outlined various implementation and dissemination tasks. In a meeting on December 5th hosted by Chorus and attended by all project subcontractors, the group reviewed deliverables in more detail and began refining the timeline. The group discussed interdependencies of deliverables, corresponding engagement activities, and action items for the Counties. This resulted in clarification of the timeline for the next two months (December 2022 and January 2023) and the group committed to continue to define the timeline for the first two quarters of 2023 in the January 2023 subcontractor meeting.

Chorus is prioritizing the following during December 2022 and January 2023:

- Create question guides for stakeholder meetings in collaboration with other subcontractors.
- Complete landscape analysis of existing advance directive products.
- Develop draft user personas and journeys.
- Research and develop draft product requirements.

- Obtain feedback and refine user personas, journeys, and product requirements through stakeholder engagement.
- Begin developing wireframe of PAD template that shows basic structure.
- Begin developing wireframe of Training Toolkit that shows basic structure.
- Initial planning around data governance strategy, security & information security requirements.

3. Discovery and Planning

Foundational Background Research

Chorus conducted market research to build foundational knowledge regarding existing technologies that support the use of PADs and PADs implementation efforts in other states and nationally. This was helpful to get a more robust understanding about barriers and potential solutions to implementation that Chorus, and the larger project team, should consider as we proceed with the current project. For example, Substance Abuse and Mental Health Services Administration (SAMHSA) convened an expert panel on PADs in 2018 and created a guide providing background and practical information to those interested in promoting the use of PADs. They also developed an app, My Mental Health Crisis Plan, allowing a person to create and store a PAD on their smartphone. In using the app, we identified both strengths and potential areas for improvement to consider as we plan our design and functionality.

In conducting a review of PADs implementation in other states, at least two other states, Colorado and Virginia, were found to have some level of digital support for PADs. Colorado has a state website dedicated to PADs which includes background info, training materials, and an FAQ. They also appear to be in the process of building an online web portal which would serve as a place to enter and store PADs. At this time it was not accessible to further assess functionality. Virginia also has a dedicated website for PADs that has educational info on how to create a PAD and what to do with it once it is created. They have a state registry that allows the public to upload and view a copy of their completed PAD. Others can access an individual's PAD, but only if they have a specific registration number.

Overall, this market research surfaced barriers to successful implementation of PADs that we believe have the capacity to be addressed through technology solutions. It will be crucial to think through, and address to the greatest extent possible, the following barriers as we consider the design and features of our app:

- Content of PADs not focused on psychiatric health and instructions to help in a MH crisis.
- Confusing and long PADs templates, perception that they are cumbersome and time consuming.
- Difficulty verifying validity of the document.
- Lack of a single portal for the storage, access to, and retrieval of a PAD. Individuals have a hard time keeping track of a hard copy document in times of crisis and law enforcement, hospitals, and other health care professionals often cannot access an individual's PAD during a mental health crisis.
- Persons appointed as healthcare agents are unaware of the PADS, are unaware of their responsibilities, and have limited experience navigating emergency settings and communicating with clinicians. This potentially inhibits their ability to be effective advocates.

Landscape Analysis

The goal of a landscape analysis is to comprehensively look at the user experience (UX) created by similar services. We can then test these experiences in 1:1 user interviews and community engagement meetings. This allows us to validate design assumptions for a PADs solution based on the UX flows other similar services have constructed.

Appendix W: Chorus Innovations: Year End Update (PADS) (Page 6 of 25)

In our landscape analysis, we looked at the following advance directive (AD) and related digital services:

- MedicAlert Foundation
- MyDirectives
- SAMHSA (My Mental Health Crisis Plan)
- SAMHSA (Suicide Safe)
- US Advanced Care and Plan Registry (USACPR)

For each of the above services, we analyzed the user experience, i.e. how a user interacts with and experiences a product, system or service.

- Initial onboarding process
- How a service handles the creation of an advanced directive

We also looked at each service's brand, which includes elements such as:

- Common visual motifs
- Calls to action
- Each service's value proposition
- Copywriting and voice
- Use of color, contrast, etc.

Brief Summary of Landscape Analysis Findings

MyDirectives and SAMHSA (My Mental Health Crisis Plan) performed the best during our UX audit, scoring favorably for their chunking of information in the PADs forms, as well as their relatively straightforward and minimalist design choices. In particular, MyDirectives attempts to incorporate helpful tips and explainers of complex terminology specific to the type of AD (medical or psychiatric) that is being completed. Additionally, both services made some type of effort to have a unique onboarding and first-time UX, which we feel is an integral part of onboarding new users to a potential PADs product. However, we identified areas for simplification - particularly since our scope can make us more targeted than an all encompassing AD provider like MyDirectives - as well making tips and helpful pointers better integrated into our service than the aforementioned products.

USACPR and MedicAlert scored poorly for the overall information architecture and brand, and USACPR suffered particularly from displaying walls of text to users, as well as no clear 'next step' for users who wanted to get started on creating their ADs. However, MedicAlert's dashboard view seemed like an acceptable model to pull some inspiration from, with large visual elements that are easily clickable and accessible for less tech-savvy users.

PADs Template Research

To begin planning for the structure and components of the PAD template that will need to be built into the app, Chorus reviewed existing PADs from the states of California, North Carolina, Washington, Illinois, Texas, and the template created by the Bazelon Center for Mental Health Law. We identified the commonalities in the prompts/questions asked across the documents and categorized them by themes, resulting in the following tentative sections: Statement of Intent, Appointment of Health Care Agent, Mental Health Care Instructions, Physical Health Care Instructions, Other Instructions, and Statement of Witnesses.

While the specifics of the document for the purposes of this project are still to be determined through the stakeholder engagement process, this gives Chorus a starting point as we begin to think through the structure and functionality of the template portion of the app.

Appendix W: Chorus Innovations: Year End Update (PADS) (Page 7 of 25)

User Personas and Journeys

To aid in the design of the app and identification of beneficial functionality, it is important for the Chorus design team to understand more about the users for whom the app is being created. In the early stages of a project, this is achieved by developing user personas and journeys. The user personas are composite profiles of archetypal users of the app that include things such as demographic characteristics, information about tech literacy, personality traits, and the potential goals, motivations, and frustrations of the user. User journeys build up on these personas and provide information about how a particular user persona is anticipated to interact with the app being built including identifying different touchpoints, thoughts/feelings, pain points, and opportunities as they navigate the product.

Chorus has created initial draft user personas and has begun to develop user journeys. The user personas created are representative of the main groups of users we anticipate accessing the platform and include those of a consumer/client/person served, a trusted healthcare agent/family member, a Peer Specialist, a police officer, a mobile crisis team clinician, and a psychiatrist. Chorus will obtain feedback from stakeholders and counties as relevant to continue to refine understanding of the potential users of the app.

App Feature and Design Planning

In beginning to conceptualize features of the app, we have initially been thinking about two main user groups - those who need to participate in the creation of the PAD and those who will need to access it once it is created. The features listed below will be revised and expanded as additional feedback is obtained through stakeholder engagement process.

Anticipated features include:

- Navigable access to tool-box resources or educational materials
- Ability to review, revise and distribute the PADs form.
- Considerations for version control, providing users the ability to review past versions of the PADs form.
- Ability to facilitate electronic signatures.

Basic Requirements:

- An editable PAD form.
    - Ability to navigate and edit sections of the form.
    - Ability to asynchronously modify sections of the form.
    - Ability to save a user's form progress and continue at a later time.
- Ability to verify identity of the user creating/editing/accessing the PAD.
- Access for trusted healthcare agent (e.g. family member, friend, caregiver).
- Entities such as law enforcement, mobile crisis teams, hospitals, etc. need access to the platform and a way to verify credentials/affiliations when registering professionals/entities would be needed
- Way to associate the client/consumer and their PAD with the entities that need access (e.g. the client/consumer could choose to give the local hospital or mental health clinic access)?
    - Ability for the client/consumer to invite/choose to permit certain planned access (professional or non-professional)
    - Mechanism for emergency/unplanned access (probably limited to professionals)
- Customized view of PADs information based on role (e.g. the information law enforcement or a mobile crisis team may need to see to help de-escalate an immediate crisis will likely differ from the information the hospital needs to see in order to administer ongoing treatment).
- Additional requirements to be identified and explored during the stakeholder engagement process.

We have also begun to think through how to handle the storage and access of training documents and content on the app and will be partnering closely with Painted Brain/CAMHPRO and Idea Engineering (who will be developing the content), the Counties, and stakeholders regarding the most useful ways to display and incorporate the following content:

- Informational videos in nine languages
- Print material in seven languages (two languages do not have a written language)
- Standardized training videos on how to complete PADs
- PADs "tool-kit" for county/county contracted providers to use in the future

Work Projected for January-June 2023

Chorus is planning, in collaboration with Painted Brain/CAMHPRO and Idea Engineering, for stakeholder engagement meetings to begin in January 2023, initially focused on the template development. It is anticipated that this process will continue through the spring. We will be working with the Counties to ensure relevant stakeholders are convened to provide feedback and suggestions regarding the template document and the functionality of the platform. Chorus will also participate in the project's Template Subcommittee.

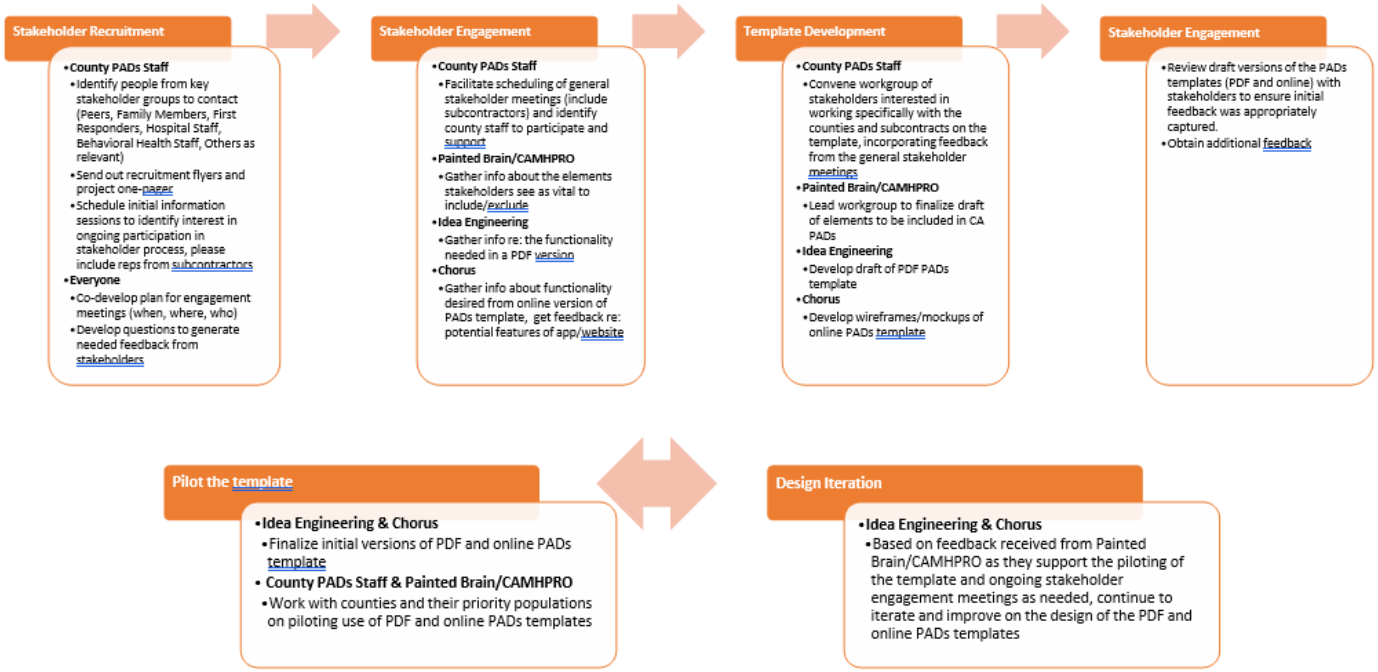
Simultaneously, Chorus plans to further define the product requirements and begin the creative phase by designing wireframes. The wireframes will serve as the blueprint for the applications essential interface including core functionality and user flows. Analogous to an actual blueprint, the wireframes' focus is around the utility of the app rather than specific design aesthetics (which comes at a later time). The wireframes will also be shared with the Counties and relevant stakeholders for feedback and refinement. Chorus will partner with Idea Engineering regarding branding to ensure that the resulting look and feel of the project and the platform are cohesive and reflect stakeholder feedback.

Once wireframes are approved and finalized, Chorus will continue the creative phase through Art Direction (or Visual Design) and Production Design. These phases will begin incorporating the branding elements from Idea Engineering's branding efforts. Through another iterative approach of reviews and approvals the creative phase will transition into the actual programming or build of the application. Depending on the rate of progress, Chorus anticipates the Build Phase to start in June and continue into the 3rd quarter of 2023. The build phase will either prioritize prototypes of key components or an actual alpha/beta version of the PADs application.

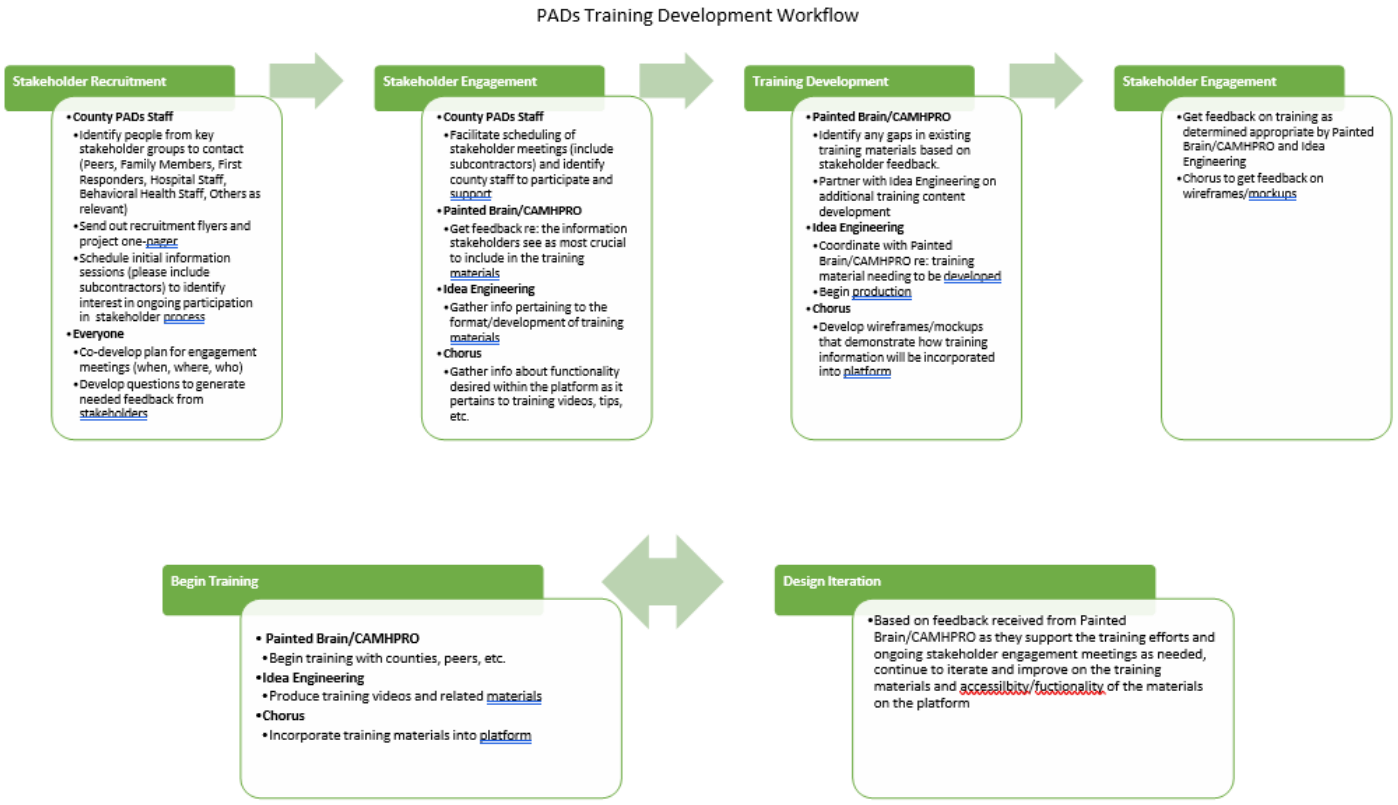
Appendix W: Chorus Innovations: Year End Update (PADS) (Page 9 of 25)

Stakeholder Engagement Process

PADs Template Development Workflow



Appendix W: Chorus Innovations: Year End Update (PADS) (Page 10 of 25)



Appendix W: Chorus Innovations: Year End Update (PADS) (Page 11 of 25)

Meeting Date	Type	Attendance	Summary of Discussion Topics
10/3/22	County Engagement - Orange County	Gail DiRaimondo, Bowen Chung, Gary Shaheen, Charles Samuel Western, Daniel Gibbs, Jackie Salaambaag, Maria Gonzalez, Esc Yousefian Tehrani, Negar Doroudian	Project overview and initial planning, identify local stakeholders and begin discussion re: plan for engagement partnership between county and Chorus
10/3/22	County Engagement - Monterey County	Gail DiRaimondo, Bowen Chung, Gary Shaheen, Charles Samuel Western, Tawnya Majcsak, Jon Drake, Wes Schweikhard, Cesar Anaya	Project overview and initial planning, identify local stakeholders and begin discussion re: plan for engagement partnership between county and Chorus
10/5/22	County Engagement - Mariposa County	Gail DiRaimondo, Bowen Chung, Gary Shaheen, Charles Samuel Western, Jinger Feuerstein, Laura Glenn	Project overview and initial planning, identify local stakeholders and begin discussion re: plan for engagement partnership between county and Chorus
10/5/22	County Engagement - Fresno County	Gail DiRaimondo, Bowen Chung, Gary Shaheen, Charles Samuel Western, Erin Chan-Gordon, Ahmad Babcock	Project overview and initial planning, identify local stakeholders and begin discussion re: plan for engagement partnership between county and Chorus
10/5/22	County Engagement - Tri-City	Gail DiRaimondo, Bowen Chung, Gary Shaheen, Charles Samuel Western, Amanda Colt	Project overview and initial planning, identify local stakeholders and begin discussion re: plan for engagement partnership between county and Chorus
10/5/22	County Engagement - Shasta County	Gail DiRaimondo, Bowen Chung, Gary Shaheen, Charles Samuel Western, Melissa Field	Project overview and initial planning, identify local stakeholders and begin discussion re: plan for engagement partnership between county and Chorus
10/6/22	County Workgroup	Gail DiRaimondo, Bowen Chung, Gary Shaheen, Charles Samuel Western, Kiran Sahota, Dan Sennett, Jinger Feuerstein, Esco Chan-Gordon, Esc Yousefian Tehrani, Negar Doroudian, Amanda Colt, Jennifer Bruggeman, Melissa Field	Peer contractor update, project timeline, discussion of priority populations and stakeholders, Chorus report out of meetings with counties, discussion re: purpose of this meeting going forward
10/7/22	Chorus & BBI	Gail DiRaimondo, Bowen Chung, Gary Shaheen, Charles Samuel Western	Debrief re: county meetings, discussion of coordination between Chorus and BBI and next steps
10/20/22	County Workgroup	Gail DiRaimondo, Bowen Chung, Charles Samuel Western, Kiran Sahota, Dan Sennett, Esco Chan-Gordon, Negar Doroudian, Amanda Colt, Jennifer Bruggeman, Melissa Field, Alejandra Valencia, Jeanne Spencer, Lynn Burdell, Luis Garcia, Wes Schweikhard, Toi Nguyen	Updates to project website, search for PAD SME to join project, update on peer contract, feedback on meeting structure, PAD training, language re: peers, next steps re: community engagement, review of proposed timeline document
10/20/22	Tri-City PAD Info Meeting	Amanda Colt, Kiran Sahota, Gail DiRaimondo, Billy Dinh, Bold, Bula, Shawn Smith, Jay Alvarado	Presentation to law enforcement representatives about project - Q&A
10/24/22	Project Management	Gail DiRaimondo, Armen Arvian, Bowen Chung, Kiran Sahota	Contracting updates, search for SME re: PADs, strategies re: county workgroup meeting agenda, SharePoint, setting up subcontractor meeting
11/1/22	Chorus & Idea Engineering	Gail DiRaimondo, Brian Lee, Jeanne Spencer, Alejandra Valencia	Intros, project management, stakeholder engagement needs/plan
11/3/22	County Workgroup	Gail DiRaimondo, Bowen Chung, Gary Shaheen, Charles Samuel Western, Kiran Sahota, Courtney Case, Esco Chan-Gordon, Esc Yousefian Tehrani, Danny Gibbs, Maria Gonzalez, Jackie Salaambaag, Marisol Gibson, Negar Doroudian, Amanda Colt, Jennifer Bruggeman, Alejandra Valencia, Jeanne Spencer, Wes Schweikhard, Toi Nguyen, Jinger Feuerstein, Andrea Wagner, Katy Sommerfeld, Kevin Freitas, Bowdoin Chambers, Gaby Garcia, Princess Kosinski, Tristan Screpnik	Introduction and overview of Painted Brain/CAMHPRO, review of project one-pager and flyer created by IE, action steps
11/7/22	Project Management	Gail DiRaimondo, Armen Arvian, Bowen Chung, Kiran Sahota	Creation of workflows for county, planning for in-person Dec subcontractor meeting, discussion re: evaluation process, update on PADs SME search and connection to hospital association
11/8/22	Subcontractor Mtg	Gail DiRaimondo, Brian Lee, Bowen Chung, Princess Kosinski, Gaby Garcia, Tristan Screpnik, Andrea Wagner, Katy Sommerfeld, Kevin Freitas, Dan Sennett, Nicole Eberhart, Courtney Kaso, Gary Shaheen, Jeanne Spencer, Alejandra Valencia	Discussed meeting purpose, planning for 12/5 in-person meeting, reviewed template development and stakeholder engagement workflows, action steps
11/10/22	Chorus and Painted Brain/CAMHPRO	Gail DiRaimondo, Armen Arvian, Brian Lee, Princess Kosinski, Tristan Screpnik, Andrea Wagner, Kevin Freitas	Introductions, orientation to roles on project, discussion re: collaboration
11/16/22	Chorus & BBI	Gail DiRaimondo, Gary Shaheen, Charles Samuel Western	Discussed Chorus' participation in education/engagement and then in training down the line and aspects that BBI wants to evaluate

Appendix W: Chorus Innovations: Year End Update (PADS) (Page 12 of 25)

11/17/22	County Workgroup	Gail DiRaimondo, Gary Shaheen, Charles Samuel Western, Kiran Sahota, Dan Secondi, Edna Chan-Gedalanga, Lisa Crossley, Eric Yousefian Tehrani, Danny Gibbs, Maria Gonzalez, Jackie Satyadhara, Negar Doroudian, Marisol Gibson, Amanda Colt, Jennifer Bruggeman, Alejandra Valencia, Jeanne Spencer, Wes Schweikhard, Shannon Castro, Jinger Feuerstein, Luis Garcia, Melissa Field, Shawna Flanigan, Erin Pillsbury, Katy Sommerfeld, Kevin Freitas, Gaby Garcia, Princess Kosinski, Tristan	Update re: connection to law enforcement and hospitals, update on Painted Brain/CAMHPRO's meetings with counties, review of project one-pager and flyer created by IE, update on subcontractor meeting planned for 12/5, discussion of potential subcommittees
11/21/22	Project Management	Gail DiRaimondo, Armen Arevian, Bowen Chung, Kiran Sahota	Planning for subcontractor meeting on 12/5 - agenda, how to organized discussion, reviewed Figma
11/29/22	Chorus & Idea Engineering	Gail DiRaimondo, Jeanne Spencer, Alejandra Valencia	Reviewed/discussed Figma for 12/5 meeting, discussed coordination between IE and PB/CAMHPRO re: training etc.
12/1/22	County Workgroup	Gail DiRaimondo, Bowen Chung, Janet Sanchez, Gary Shaheen, Kiran Sahota, Dan Secondi, Edna Chan-Gedalanga, Lisa Crossley, Eric Yousefian Tehrani, Maria Gonzalez, Negar Doroudian, Marisol Gibson, Amanda Colt, Jennifer Bruggeman, Alejandra Valencia, Jeanne Spencer, Wes Schweikhard, Jinger Feuerstein, Melissa Field, Erin Pillsbury, Katy Sommerfeld, Kevin Freitas, Gaby Garcia, Princess Kosinski, Tristan	Threshold languages, Update on OC engagement with law enforcement, review of project one-pager and flyer created by IE and website updates, in-person meeting in March
12/5/22	Subcontractor Mtg	Gail DiRaimondo, Brian Lee, Janet Sanchez, Armen Arevian, Bowen Chung, Princess Kosinski, Gaby Garcia, Eder Garcia, Tristan Scorpio, Savannah Thomas, Andrea Wagner, Katy Sommerfeld, Kevin Freitas, Concetta Dan Secondi, Nicole Eberhart, Courtney Edge, Gary Shaheen, Nanette Goodman, Jeanne Spencer, Alejandra Valencia	Chorus presented landscape analysis of existing PAD/AD tools, review of contract deliverables and plotting of deliverables on timeline, discussion re: stakeholder engagement strategy, discussion re: scope of evaluations, discussion re: training needs
12/15/22	County Workgroup	Gail DiRaimondo, Bowen Chung, Janet Sanchez, Gary Shaheen, Kiran Sahota, Alejandra Valencia, Jeanne Spencer, Dan Secondi, Edna Chan-Gedalanga, Lisa Crossley, Eric Yousefian Tehrani, Danny Gibbs, Maria Gonzalez, Jackie Satyadhara, Marisol Gibson, Negar Doroudian, Amanda Colt, Jennifer Bruggeman, Jessica Hunt, Daniel Restivo, Nicole Carroll, Wes Schweikhard, Shannon Castro, Jinger Feuerstein, Andrea Wagner, Katy Sommerfeld, Gaby Garcia, Princess Kosinski, Tristan	Report out re: subcontractor mtg on 12/5, discussion about planning for stakeholder engagement in January - starting with template and marketing, county action items, Updates on March convening and interpretation/translation services
12/22/22	Engagement Strategy Mtg	Gail DiRaimondo, Bowen Chung, Janet Sanchez, Princess Kosinski, Gaby Garcia, Savannah Thomas, Andrea Wagner, Katy Sommerfeld, Kevin Freitas, Jeanne Spencer, Alejandra Valencia, Kiran Sahota, Concetta Reyes	Strategized regarding each subcontractor's engagement needs, how to best align engagement activities across all groups, and discussed a proposed structure to engagement meetings and workgroups.

Chorus - Initial questions for Stakeholder Groups

Peers

- Have you used a PAD/AD before?
  - Yes - what was your experience like?
  - No - any particular reason why not?
- What comes to mind when you think about PADs? What are your impressions of the document and process of completing one?
- What kind of information do you wish professionals could have about your needs and preferences during a moment of crisis or when needing treatment?
- Have you used MyDirectives/SAMHSA before?
  - Yes - what was your experience like?
  - No - any particular reason why not?
- What would deter you from using PAD technology?
- What would make you more inclined to use PAD technology?

Trusted Advocate/Health Care Agent (family members/friends)

- How do you currently advocate for/support people to make decisions regarding their mental health?
- What would make it easier/harder for you to be an effective advocate?
- What are the best ways to involve [consumer?] in planning for their mental care/support?
- What do you wish law enforcement/crisis team/hospital/outpatient clinic knew about [consumer]?

Questions for all first responders, hospitals, treatment providers

- Have you ever encountered someone who had a PAD before? If so, what was your experience like?
- When you are working with someone experiencing a mental health crisis, what type of information would it be most helpful for you to have in order to have a more effective interaction or provide treatment?
- What are your current challenges when using new technology in your line of work?
- What would deter you from using a PAD technology?
- What would make you more inclined to use a PAD technology?
- Do you have any thoughts or concerns about how accessing a PAD could fit into your current workflows?
- Are there any unique scenarios you encounter during the course of your work as it pertains to how/when you would access a PAD of which we should be aware?
- Do you feel that any topic or issue about PADs has not been addressed?

Law Enforcement

- Thoughts about incorporating PADs information into CLETS?
  - Who would need to be involved in that decision making process and the actual integration of the technology?

First Responders (Field-based teams)

- If you often work in rural or other areas that do not have adequate internet access, how do you typically access information in the field?
  - Thoughts/suggestions around the most convenient/realistic ways to obtain information from the PADs app/website when working in an internet "dead zone"?
    - Possible suggestions: through dispatch, way to download and save and/or print for offline use

Appendix W: Chorus Innovations: Year End Update (PADS) (Page 14 of 25)

Timeline		Q1 2023		
		January	February	March
Project Meetings				
Stakeholder Engagement	Painted Brain/CAMHPRO	Listening session planning & coord. + threshold languages Distribute info materials through Lead & Partner agencies, counties' social media platforms to aid recruitment. Hosting peer voice feedback sessions (January - April) for the template (2.5 hours, North, South and Central California) plus 1 virtual group for all 7 Counties.	Hosting peer voice feedback sessions (January - April) for the template (2.5 hours, North, South and Central California) plus 1 virtual group for all 7 Counties.	Hosting peer voice feedback sessions (January - April) for the template (2.5 hours, North, South and Central California) plus 1 virtual group for all 7 Counties.
	Idea Engineering	Continue brief conversational interviews with range of stakeholders: Peers, professionals, family members; all counties Participate in stakeholders sessions		

Appendix W: Chorus Innovations: Year End Update (PADS) (Page 15 of 25)

	Chorus	Obtain feedback and refine user personas, journeys, and product requirements through stakeholder engagement.		
	CFC/Counties			
PAD Template Development	Painted Brain/CAMHPRO			
	Idea Engineering			
	Chorus	Develop wireframe of PAD template that shows basic structure.		
	CFC/Counties			
Training Creation & Delivery	Painted Brain/CAMHPRO	Research & review current PADs training curriculum and implementation within peer communities (i.e. practical application)		
	Idea Engineering			

Appendix W: Chorus Innovations: Year End Update (PADS) (Page 16 of 25)

	Chorus	Develop wireframe of Training Toolkit that shows basic structure.		
	CFC/Counties			
Branding and Project Communications	Painted Brain/CAMHPRO			
	Idea Engineering			
	Chorus			
	CFC/Counties			
PADs Platform Development	Painted Brain/CAMHPRO			
	Idea Engineering			
	Chorus	Initial planning around data governance strategy, security & information security requirements		
	CFC/Counties			

Appendix W: Chorus Innovations: Year End Update (PADS) (Page 17 of 25)

Evaluation - Process and Implementation	**RAND**	Develop Facilitator training evaluation protocol - Pre/Post-Survey with PADs Facilitators Develop Facilitator training evaluation protocol - Focus Groups with PADs Facilitators		
Evaluation - Platform	**BBI**	Develop coordinated schedule of site visits with Chorus & PB/CAMHPRO Attend/observe Chorus meetings and PB/CAMHPRO trainings Identify prospective County and 1st cohort stakeholder interview participants		

Appendix W: Chorus Innovations: Year End Update (PADS) (Page 18 of 25)

Statement of Intent
Legal language re: purpose/intent of the document *(Baz, NC, WA)*
Itemized list of what information is/isn't included in the document *(Baz)*
Appointment of Health Care Agent
Designation of Health Care Agent and Alternate(s) *(CA, Baz, NC, WA)*
Agent's and alternate's acceptance of designation, including signature *(Baz)*
Definition of Authority Granted *(CA, Baz, NC, WA)*
Option to specify limits to scope of what HCA can decide *(CA, NC, WA)*
Court Appointed Conservator *(CA, Baz)*
Mental Health Care Instructions
Who to notify upon admission to psychiatric facility? *(CA, Baz, NC)*
Individuals permitted to and prohibited from visiting *(CA, Baz, WA)*
Choice of treatment facilities *(CA, Baz, NC, WA)*
Primary physician for MH Care *(CA, Baz, NC, WA)*
Alternate physicians for MH Care *(CA, Baz, WA)*
Physicians NOT to be treated by if hospitalized *(CA, Baz, WA)*
Other preferred MH treatment providers *(WA)*
Methods for avoiding emergency situations *(CA, NC, WA)*
Choices for emergency interventions *(CA, Baz, WA)*
Choices for routine psychiatric medications (both those desired and not desired, also side effect concerns) *(CA, Baz, NC, WA)*
Choices for emergency psychiatric medications *(CA)*
Choices regarding electroconvulsive therapy *(CA, Baz, NC, WA)*
Preference for alternatives to hospitalization *(WA)*
Physical Health Care Instructions
Primary physician for medical care *(CA)*
Statement of desires, special provisions, and limitations *(CA)*
Choices re: experimental studies and drug trials *(CA, Baz)*
Instructions for life saving treatment *(CA)*

Appendix W: Chorus Innovations: Year End Update (PADS) (Page 19 of 25)

Choices regarding contribution of anatomical gift/organ donation *(CA, NC)*
Instructions re: Autopsy *(CA)*
Other Instructions
Care and Temporary Custody of Children + Alternates *(Baz)*
Preferences regarding revocation or termination of the PAD, duration of PAD *(Baz, WA)*
Preferences or instructions about personal affairs (e.g. care of pets, bill payment, household, notification of employer) *(WA)*
Statement of Witnesses
Space for two signatures required in CA *(CA, Baz, NC, WA)*
Notary Option - in CA if not possible to get witness signatures *(CA, Baz, NC)*

Links to full forms:
Bazelon Center Template
CA Template
NC Template
WA Template

Examples of much more succinct forms, which include the bare minimum from options above:
IL Template
TX Template

Appendix W: Chorus Innovations: Year End Update (PADS) (Page 20 of 25)

Peer - Richard	Onboarding	PAD Creation	Sharing	Editing & Updating
Actions	Reviews training tool-kit	Complete the PAD template	Shares the PAD with trusted individuals/health care agent, gets individuals to sign the PADs/notary	Return to the PAD to make changes to information after it is signed
Touchpoints	Training Videos, Training FAQ, other training docs created	PAD template, reference back to training/instructional material	PAD template and mechanism to get signatures and share with others	PAD template and mechanism to get signatures and share with others
Thoughts	Pain • Can I trust this? • Am I going to understand this? • Is it going to take a lot of time? • I don't want to think about times when I'm not doing well Gain • Completing this is going to help me • I want to have people respect my wishes	Pain • This is a lot to think through • I don't have time for all of this right now • I'm not sure what all of this means/is asking for Gain • It's helpful to think through these things now, when I'm feeling good • This is really thorough and I feel like I have a better chance to have a less bad experience next time I'm in crisis	Pain • I put a lot of work into this, how will others know to look at it? • I'm not so sure I want EVERYONE seeing EVERYTHING I wrote in here • The person I'm listing as my health care agent is busy, how am I going to get them to sign this? Gain • I feel better having completed this. • I'm glad others will have a copy of this to advocate for me when I'm not doing well	Pain • I hope I can figure out how to edit this without messing it all up. • I'm going to have to bother people for signatures again. Gain • I'm glad I can update this without doing the whole thing over again. • I'm glad I can make changes as I learn what helps me the most when I'm in crisis
Feelings	Anxious, overwhelmed, apprehensive	Overwhelmed, confused, but maybe hopeful	Accomplished, hopeful, relieved, nervous (about sharing out their personal information)	Mostly happy, a little worried
Pain Points	Attending to videos or other complicated instructions	Completing the amount of information that is being asked for Difficulty coming up with all of the answers in one sitting	Trusting that the system will protect their information, share it per their wishes How will others, who aren't necessarily known in advance, know to access this when I'm in crisis?	Returning to something that was completed/done and needing to change only a few things within a large form.
Opportunities	• Create welcoming experience • Develop easily accessible/digestible training info	• Make sure the doc is saveable and people can complete over time • Organize/display the information in a way that is least overwhelming • Make it clear what is required vs. optional • Create pathways to easily refer back to training and consider incorporating tips along the way in the template.	• Create user-friendly way to share the PAD for signatures • Develop user roles that tailor the information viewable in one's PAD to only what is relevant to the receiver/viewer. Make this transparent. • Allow the PAD to be shared via email and/or QR code • Option to print	• Make it easy to find/search for the section(s) one wants to edit. • Save and make viewable past versions of the PAD for reference in case mistakes are made. • Create user-friendly way to share the PAD for signatures

Trusted Advocate/Healthcare Agent - Diane	Onboarding	Designation as Healthcare Agent	Access	Editing & Updating
Actions	Reviews training tool-kit	Signature and Receipt of Copy	View completed PAD	Signature and Receipt of Copy
Touchpoints	Training Videos, Training FAQ, other training docs created	PAD template, signature feature	PAD template	PAD template, signature feature
Thoughts	Pain • I don't have a lot of time to go through training about this • Am I going to remember how to use this in a crisis? • What am I legally required to do? Gain • I'm glad there's something I can look at on my own time to see how this works	Pain • This is a big responsibility and puts pressure on me to do the right thing for Richard • There is a lot of information included here, it's a bit overwhelming • I better not have to try to sign my name in a tiny box on my phone. Gain • I'm glad to be able to help Richard and to know what his wishes are • Relieved there is a place where this document is stored so I don't have to keep track of it among all my other papers/documents	Pain • I just got a call from the emergency room about Richard, how do I access his PAD?? Gain • I'm so glad I have something to refer to ask they are asking me to make decisions about his treatment.	Pain • I thought I already signed this? • What has changed? Gain • Glad to see Richard is keeping this updated so it's accurate should I ever need to use it on his behalf
Feelings	Overwhelmed, optimistic	Overwhelmed, grateful	Stressed, worried for loved one	Content
Pain Points	Having too much content to review or content that is not relevant to the role of a healthcare agent	Might need to review it in more than one sitting and lost track of where she left off. Uncertainty about how to access again in the future when it's needed.	It's been months since she last looked at/interacted with the PAD app and now she needs to navigate it urgently. She needs to be able to find specific information quickly	Trying to figure out what has changed.
Opportunities	• Create dedicated training section for the healthcare agent so they can focus in on what is most relevant to them. (Can explore other sections if so inclined). • Include both video and written explanations of the role of the healthcare agent	• Mechanism to track review status of the healthcare agent in case they need to leave and come back • Accessible (big and simple) signature mechanism • Clear instructions on how to access it in the future. • A mechanism for access that doesn't rely on an email or code you were sent months/years ago	• Create easy and intuitive way for the healthcare agent to access the PAD • Clear organization of information in the PAD for quick access, possibly with a way to search for something specific • Quick reminder/tips on how to use the app for urgent situations.	• Develop a way to highlight areas were changes were made so the healthcare can easily identify what needs to be re-reviewed before signing.

Peer - Richard

- Demographics
  - Age: 52
  - Occupation: Not employed, receiving disability benefits
  - Education Level: Some college
- Profile
  - Richard is single. He has a sister who lives in the area and they see each other every few months. He has a couple friends who he sees every few weeks and a treatment team that checks on him at least weekly. He was diagnosed with bipolar disorder when he was 32 after struggling for several years with maintaining employment and interactions with the legal system. He has been psychiatrically hospitalized 8 times, most recently three months ago. He has been on and off medications for the last two decades and more recently has found a combination that works for him, but at times still feels like the medication slows down his ability to think/process things. His housing has been pretty unstable over the last few years and he is currently unemployed.
- Daily Tech Interaction
  - Richard has a cell phone with limited data. The place where he is staying currently has internet and a computer, but it is shared with others. Sometimes he goes to the library down the street to use the computer to look for jobs etc. He mostly uses the internet to get information about employment, housing, and to look at news/sports related sites/apps.
- Goals
  - To find and maintain a part-time job
  - To get his own apartment
  - To stay out of the hospital
- Motivations
  - Richard is motivated to increase his stability and gain more independence in his life.
- Frustrations
  - Struggles to process complex instructions. If he sees too many steps or too many words, he is likely to get distracted and/or give up.
  - Often gets frustrated by the mental health system due to how hard it can be to navigate and, more recently, because his case worker keeps changing every few months.
  - He has had negative experiences in the past when hospitalized and at least a few of the times felt he was worse off following the hospitalization than before he went in.

Trusted Advocate/Health Care Agent - Diane

- Demographics
  - Age: 50
  - Occupation: High School Teacher
  - Education Level: College
- Profile
  - Diane is divorced and has two children. Between teaching at the high school and managing everything going on with her high school-aged kids, she does not have much free time and is often exhausted. Her brother, Richard, has been struggling with mental illness for years and although she loves him very much, she has had to keep him at a bit of a distance to protect her own wellness. She does try to help him when she can and makes an effort to call him when she hasn't heard from him in awhile.
- Daily Tech Interaction
  - Because she has teenagers and interacts with them all day long on her job, Diane is fairly tech-aware (she knows "what the kids are into"), but sometimes still feels intimidated using new

technology herself. Her school has adopted various technology solutions over the years, including having to figure out how to teach virtually over the pandemic. That was a rough transition for her, but she eventually got the hang of how to do it with a lot of support from fellow teachers and some tech-support from her kids. She mostly sticks to using the standard apps on her phone and isn't really that interested in participating in tech trends.

- Goals
  - To support her brother in his recovery
- Motivations
  - It is an added stress/worry for her when her brother is not doing well.
  - She wants the best for her brother
- Frustrations
  - She doesn't always know how to help her brother and that makes her feel hopeless
  - She has seen how the mental health system has not always functioned in ways that were helpful to her brother and has sometimes ignored, or been unable to provide, what he wanted/needed to get better

Peer Support Specialist - Maria

- Demographics
  - Age: 35
  - Occupation: Peer Support Specialist
  - Education Level: High School
- Profile
  - Angela lives in a house she shares with her mom and two sisters. Since graduating high school, she has struggled with her mental health and was not able to attend college. She went through a period in her 20s where she was getting hospitalized 2-3 times per year. About five years ago, she was finally able to find the right treatment to stabilize her severe, chronic depression and anxiety. Within the last two years, she got a job at a community mental health clinic as a peer support specialist. She is currently in the process of completing her peer certification training.
- Daily Tech Interaction
  - Angela has a cell phone and a laptop that she spends a fair amount of time on. When she was a teenager, she began to connect with others on the internet who shared similar interests and could understand what she was dealing with day-to-day. She is comfortable using social media and it is one of the main ways she stays connected with friends and family. At work, she has to use software such as Word, Excel to do her work. She is also learning how to use the electronic health record where she will need to begin writing notes to bill for services.
- Goals
  - Wants to help others who are having mental health challenges find stability and lead fulfilling lives.
  - To have a role in advocating for improved treatment and support for those living with mental illness both locally and more broadly.
- Motivations
  - Had some pretty negative experiences with the MH system including a psychiatrist who refused to give her the medications she knew to be helpful during her hospitalization. Doesn't want others to have that experience.
  - Thinks being able to use technology is important and wants to help others learn.
- Frustrations
  - Finds that some spaces dedicated to mental health issues on the web aren't very approachable/welcoming.

- Strongly dislikes sites/information about mental health that are only written from the perspective of professionals/centering the professional voice

First Responder (Law Enforcement) - Randall

- Demographics
  - Age: 40
  - Occupation: Police Officer
  - Education Level: Bachelor's Degree
- Profile
  - Randall is married with two children. He's been working for the police dept. for the last 13 years. Over the past five years or so, he has noticed an increase of calls he's responding to where the person seems to be having severe mental health issues and/or to be under the influence of drugs or alcohol. His department is also aware of this trend, so they have started requiring their officers to take training on how to interact with people experiencing mental health and substance abuse issues. He feels those trainings have been helpful, but there is just so much variation in how people present day-to-day, he's still not always sure the best way to intervene. He's been involved in situations where things he and his partner tried just seemed to make the situation worse and has had to arrest people versus getting them to calm down so they could get help.
- Daily Tech Interaction
  - Randall has seen an increased use of technology in his job over the last 13 years. His patrol car is equipped with a laptop. He has the ability to access real-time information regarding the call he is responding to and can look up information when he's on site. There are several other technologies that his department is now using or testing that he has to incorporate into his day-to-day (e.g. body cams, license plate readers, drones etc.) In his personal life, he's often on his phone and is adept at using a wide range of apps (for entertainment/recreation, managing finances, communication/social media, etc.).
- Goals
  - To serve and protect the public
  - To increase positive interactions with the public when responding in the community
- Motivations
  - Got into this line of work to help people and to keep people safe
  - Given the high-risk nature of the work, is motivated to get home safely to his family
  - The department is facing staffing issues, but they still have a high volume of calls to cover. Need tools to be more effective, efficient.
- Frustrations
  - There has been a lot of new technology introduced into policing, but not all of it has been helpful and some of it is cumbersome
  - He is not a mental health clinician, nor did he want to be one. Having to respond to calls where that is the main issue can be frustrating and not always feel like the best use of his time.

First Responder (Clinical) - Amy

- Demographics
  - Age: 39
  - Occupation: Licensed Clinical Social Worker
  - Education Level: Master's Degree
- Profile
  - Amy is single and lives with her dog and cat. She has been working for the county department of mental health for about 15 years. The last 10 of those years have been spent working on the

mobile crisis outreach team (MCOT), where she was recently promoted to supervisor. She spends most of her work day out in the field, responding to calls in a variety of settings from homeless encampments to board and cares to schools. At least once a week, she has to work the late-night shift. Depending on the nature of the call, she and her team sometimes call law enforcement to co-respond with them.

- Daily Tech Interaction
  - In her day-to-day work, Amy interacts a lot with the county's electronic health record (eHR), Teams, Word/Excel, and other systems to track information developed by the county. She has a laptop with a hotspot so she can connect remotely to the county network when she is in the field and access information through the eHR etc. In her personal life, she's often on her phone and is adept at using a wide range of apps (for entertainment/recreation, managing finances, communication/social media/dating, etc.).
- Goals
  - To successfully engage with clients/consumers in order to provide help
  - To minimize need for law enforcement involvement
  - To keep people out of the ERs/psychiatric hospitals if possible
- Motivations
  - Highly values respecting client/consumer voice/choice regarding their treatment
  - Wants to decrease negative stigma around mental health and increase people's trust of mental health treatment/services.
  - The department is facing staffing issues, but they still have a high volume of calls to cover. Need tools to be more effective, efficient.
  - Having information about what helps someone can make her job easier and safer.
- Frustrations
  - The county is limited in the technology it uses to make her job easier. What they have invested in doesn't always meet her needs.
  - Sometimes when law enforcement co-responds, they have their own agenda/ways of intervening that make the situation more tense and escalate the client/consumer

Psychiatrist - John

- Demographics
  - Age: 55
  - Occupation: Psychiatrist
  - Education Level: MD
- Profile
  - John is married with three children. He has been working at the county psychiatric hospital for the last 20 years. He treats patients on the inpatient psychiatric unit and also serves as an on-call psychiatrist for the hospital emergency department. In his role on the inpatient unit, he faces pressure to stabilize patients' symptoms and return them to the community as there is consistent demand for inpatient psychiatric beds and not enough capacity to meet the need. The extent of the information he has about a patient's past treatment varies greatly, sometimes not having much to go off of at all. Some patients are better able than others to communicate what has worked/not worked for them in the past, so at times he just has to make a determination based on his experience and training for what to try first and this can increase the time it takes to help someone stabilize. In the emergency department, similar pressures apply, but on an even accelerated timeline. John also sees a lot of people in the ER who he thinks don't really require emergency treatment and ended up there as a last resort due to failed successful interventions in the community.
- Daily Tech Interaction

  - In his day-to-day work, John interacts primarily with the hospital's electronic health record and pharmacy app. In his personal life, he's comfortable using his phone and basic apps, but doesn't spend a lot of time seeking out new technology. He prefers to minimize his screen time to the extent possible.
- Goals
  - To provide quality care to his patients
  - To move people to treatment in less restrictive settings as expeditiously as possible
- Motivations
  - Having information about what worked in the past for a patient makes his job easier. In particular in the ER where patients can at times be especially disruptive, being able to intervene effectively and more quickly takes pressure off all of the staff in the unit.
  - To ease the inundation of psych hospitals and ERs
- Frustrations
  - When people are sent to the hospital instead of being effectively helped in the community
  - Not having enough background information to do job most effectively
  - Legal ambiguity (as applies to PADs, need clear understanding of the legality of the document and when it is/isn't in effect)

Appendix X: Idea Engineering Status Update Report (PADs) (Page 1 of 2)

idea ENGINEERING
805-963-5399 | IdeaEngineering.com

Idea Engineering PADs Status Update Report
FY 2022-23 • Q1 & Q2

Introduction

In the project launch phase from July–December 2022, Idea Engineering (IE) was focused on developing core communications materials to support the initiative, and in planning for the multiple interlocking aspects of the PAD template, training and Took-Kit development with other subcontractors and with county staff.

Collaborative Planning
IE participated in the convening in Fresno with all counties in August 2022 as the project kicked off and next steps were clarified. As requested, IE joined county workgroup meetings and met with other subcontractors to share website and promotional materials for feedback and aid in coordinated planning of upcoming project components. In particular, the subcontractor planning meeting in Long Beach on December 5 was extremely valuable in coordinating efforts and efficiency moving forward.

PAD Template Development
Another topic addressed at the subcontractor meeting in Long Beach was a review of related technology platforms. This augmented IE's review of existing PAD templates and tracking of preliminary ideas regarding design and useability. Idea Engineering and Chorus have met regularly to align development of the branding, the PAD template and technology platform, and the PDF version.

Stakeholder Engagement Promotional Materials

Promotional Flyers and Project Overview
Flyer and project overview templates were developed to assist in promoting stakeholder input sessions. They included:

- Flyer for listening sessions with peers, family members & caregivers
- Flyer for input sessions with first responders and medical and clinical staff
- Project overview sheet highlighting project goals and plans for the technology platform

Each of the documents was provided as a Word template that can be customized with county contact information and optional logo. First the county workgroup, then a focused ad hoc group provided feedback during development. Peer input from Painted Brain and CAMHPRO was particularly valuable regarding language. Final materials were reviewed and approved by all counties.

Peer Social Media Templates
For peer listening sessions, a need was identified for social media graphics and advertising templates for consistent messaging in promotion. Idea Engineering developed a first round of concepts in December and shared them with the peer subcontractors for feedback. When completed and approved by the counties, final files will be provided in multiple formats for use on channels such as TikTok, Instagram and Facebook.

Appendix X: Idea Engineering Status Update Report (PADS) (Page 2 of 2)

idea ENGINEERING
805-963-5399 | IdeaEngineering.com

Website

Responding to the immediate need for a shared online resource for the project, a primary focus for Q1 was developing an initial version of the website. After county review of the design and site architecture, the site went live on September 1, 2022 and can be viewed at www.padsca.org. It includes language translation and accessibility widgets to support audience inclusion. Analytics reports are provided monthly. Individual county pages were developed with photos sourced for each as needed. Each was approved by county staff as updates were made, and all were live by the end of Q2. Idea Engineering provides hosting and technical maintenance for the website. The site was created to be mobile-friendly, and easily updatable and scaleable. IE assists with content updates as needed, such as news posts and announcements.

PADs Identity & Guidelines

Idea Engineering has begun interviews with key stakeholders to help inform the branding of this project and its long-term success in communications that will resonate with varied audiences from peers to first responders to legislators. In December, six individual interviews were held with peers from Painted Brain and CAMHPRO, providing insight to inform the language and tone. In Q3, interviews with additional stakeholders will take place. IE will then provide identity concepts for review which will include logo, tagline and visual and verbal guidelines. When approved, they will provide cohesive direction for all communications moving forward.

Marketing Sub-workgroup

As the development process has gathered momentum, it was determined that a marketing sub-workgroup would be an efficient way for a focused group of county staff and subcontractors to provide input and feedback as needed on communications materials in development before sharing with all county staff for final approval. In December, Idea Engineering began planning for the initial meeting to be held on January 12, 2023 via Zoom. The goal of the first meeting is to clarify the current understanding of needs and specifications for the upcoming introductory videos and Tool-Kit materials. Representative staff from all seven counties are planning to be part of this sub-workgroup.

Upcoming Activities

- During the rest of the fiscal year, Idea Engineering anticipates completing the branding development process and providing identity guidelines for use in the PAD template and all communications materials.
- Other projects include planning and producing the introductory videos which will become a key part of the Tool-Kit, and developing the other Tool-Kit communications materials such as brochure templates and digital media.
- IE will support PAD template development and design the PDF version.
- The website will be updated as needed with up-to-date content and news and be refreshed to match the new branding when ready.
- As the training curriculum is shaped in Q4, planning will begin for the training videos.
- All development will be collaborative and informed by input from stakeholders and the marketing sub-workgroup.

Appendix Y: Painted Brain & CAMHPRO Peer Voice-Advocacy & Education Grant (PADs) (Page 1 of 22)

Painted Brain - Lead Agency
CAMHPRO - Partner Agency

1-November 2022 - 31-December 2022

MHSA Multi-County PADs Innovation Project
Psychiatric Advance Directives (PADs)
Peer Voice-Advocacy and Education Grant

Appendix Y: Painted Brain & CAMPHRO Peer Voice-Advocacy & Education Grant (PADS) (Page 2 of 22)

QUESTION 1: What have you accomplished to date?

Initial meetings and virtual introductions were completed with Counties and Subcontractors throughout November and December 2022. PB and CAMHPRO hosted these meetings for initial introductions and to conduct a peer-led landscape analysis. The landscape would determine the cohesive and consistent view of the project's partners and initiatives in supporting and integrating the peer voice in creating the PADs template and training. All Counties' answered the following:

- Their current peer engagement
- Selected target populations
- Their current Community-Based Organizations (CBOs) partnerships
- The Counties' proposed dissemination and implementation of the PADs document, including accessibility options for the project's identified threshold languages (Arabic, English, Farsi, Hmong, Korean, Mandarin, Mixteco, Spanish, and Vietnamese) that would provide access for peers to complete PADs

Summaries of each Counties meetings are below:

County: Monterey County
Meeting Date: 11/8
Target Population: A total of two target populations were identified:
Individuals in the Adult System of Care who receive services through a:

- Crisis Residential Program Day Treatment Intensive Program
- Adults who are participating in crisis intervention or day treatment intensive programs
    - Voluntary programs
    - Referred from the hospital and/or outpatient
    - Utilized by at-risk hospitalization and/or stabilized after hospitalization
    - Supportive services to provide support before going back into the community

Key Takeaway(s):

- What is the current County engagement?
    - Recovery Task Force - peer group serves as an advisory body for adult body of care; strong partnership with Interim, Inc. to support on PADs project.
- Is there an active peer voice throughout the County?
    - Not formalized
- Are peers employed by the County?
    - No
- Has the County identified a plan of action for integrating PADs into current programming and/or community partnerships?
    - Yes

County: Tri-City Mental Health
Meeting Date: 11/10

Appendix Y: Painted Brain & CAMPHRO Peer Voice-Advocacy & Education Grant (PADS) (Page 3 of 22)

Target Population: A total of one target population has been identified:

- Transition Age Youth 18-25 (TAY)

Key Takeaway(s):

- What is the current County engagement?
  - Various initiatives and programming to serve TAY, such as TAY Resource Center, Community Garden, and workforce training
- Is there an active peer voice throughout the County?
  - Low engagement with TAY
- Does the County employ peers?
  - Yes (open positions)
- Has the County identified a plan for integrating PADs into current programming and/or community partnerships?
  - Yes, various TAY programming throughout the county

County: Shasta County

Meeting Date: 11/15

Target Population: A total of two target populations have been identified:

- Woodlands (MHSA funded Supportive Housing Program)
- Wellness Center participants
  - Circle of Friends - Hill County Wellness Center
  - Kings View - Sunrise Mountain Wellness Center

Key Takeaway(s):

- What is the current County engagement?
  - There is a high level of peer engagement within different peer identities throughout the County. Most activities are in Redding, California.
- Is there an active peer voice throughout the County?
  - Peer Support Specialists are integrated throughout the County.
- Does the County employ peers?
  - Yes
- Has the County identified a plan for integrating PADs into current programming and/or community partnerships?
  - Yes, Peer Support Specialists will integrate WRAP with PADs and through existing CBO County partnerships.

County: Fresno County

Meeting Date: 11/17

Target Population: A total of two target populations have been identified:

- Individuals leaving conservatorship or those at risk of entering a conservatorship
- Individuals experiencing homelessness

Key Takeaway(s):

- What is the current County engagement?
  - Most peer interactions are through CBOs and contracted providers.

Appendix Y: Painted Brain & CAMPHRO Peer Voice-Advocacy & Education Grant (PADS) (Page 4 of 22)

- Is there an active peer voice throughout the County?
  - Yes
- Does the County employ peers?
  - Yes (positions available)
- Has the County identified a plan for integrating PADs into current programming and/or community partnerships?
  - Yes, working with established CBO partnerships and legal support with Central California Legal Services (CCLS).

County: Orange County
Meeting Date: 11/22
Target Population: A total of three target populations have been identified:

- PACT Program (program for assertive community treatment - full service partnership (integration services) program
- Adult correctional health
- Crisis stabilization units

Key Takeaway(s):

- What is the current County engagement?
  - They are actively expanding external (outside of County peers) networks for peer participation
- Is there an active peer voice throughout the County?
  - Peers hired in the County will be providing the County with direct feedback; external peer engagement is being worked on
- Does the County employ peers?
  - Yes (participating in the PADs project)
- Has the County identified a plan for integrating PADs into current programming and/or community partnerships?
  - In progress, we are determining external collaborations and partnerships for the PADs project.

County: Mariposa County
Meeting Date: 12/6
Target Population: A total of one target population has been identified:

- 18+ Full Service Partnership (FSP) Adults

Key Takeaway(s):

- What is the current County engagement?
  - Due to the lack of transportation and internet instability, in-person community engagement is the most effective. The county partners with CBOs to connect with peers.
- Is there an active peer voice throughout the County?
  - Due to CBO partnerships and targeted community engagement, the peer voice has shown a higher level of engagement than in previous years. Mariposa Minds Matter

Committee focuses on stigma and includes various key stakeholders (peers, behavioral health staff, and partner agencies).

- Does the County employ peers?
  - Yes, there are two peers on the County staff (high turnover due to internal promotion), and one peer staff will be working on this project.
- Has the County identified a plan for integrating PADs into current programming and/or community partnerships?
  - Completing current programming to task switch and begin key stakeholder informational and buy-in meetings with Sheriff's Office and local hospitals.

County: Contra Costa County

Meeting Date: 12/8

Target Population: A total of one target population has been identified:

- Transitional Aged Youth (TAY) living in Board and Care (12 - 18 months)

Key Takeaway(s):

- What is the current County engagement?
  - The County has extensive offerings and high peer engagement, offering opportunities for peers to provide input and feedback.
- Is there an active peer voice throughout the County?
  - The peer voice is happening, and the County is working on direct outreach and engagement to continue to increase peer engagement in different programs and stakeholder meetings. The County lacks a peer-run advocacy group.
- Does the County employ peers?
  - There are 69 peers hired throughout the County in full-time employment with benefits.
- Has the County identified a plan for integrating PADs into current programming and/or community partnerships?
  - The County has experience in varied settings (wellness centers and jails) implementing WRAP. We plan to work with Crestwood Behavioral Health to provide community-based support for the identified target population.

Next Steps for all the counties include:

- January - March 2023 Scheduling in-person visits to Counties and engaging with peers, local Community-Based Organizations (CBOs), and other key stakeholders to provide an introduction to PADs and how to get involved in the PADs project

Subcontractor Meeting Calendar Summary:

- Chorus (11/10)
- RAND (11/15)
- Idea Engineering (11/29)
- ***BBI (12/13)***

Appendix Y: Painted Brain & CAMPHRO Peer Voice-Advocacy & Education Grant (PADS) (Page 6 of 22)

QUESTION 2: What are your expectations moving forward?

On December 5th, PB and CAMHPRO participated in the Subcontractor meeting hosted by Chorus in Long Beach, California. The purpose of this meeting was to create a timeline based on deliverables for all Subcontractors and Counties for transparency of critical dates for the project. As this is an Innovation Project, specified dates may change based on overall project needs.

Key Takeaway(s):

- Priority deliverables include:
  - Coordinating and hosting listening sessions for peer and stakeholder feedback
  - Finalizing a PADs template
  - Developing a train-the-trainer training to support peers with creating their PADs
- Informational Graphics - All media and branding will be completed with Idea Engineering. All promotional materials will be sent to Kiran and the Counties for approval.
  - Collaboration for promotional and marketing materials for social media outreach and peer engagement
- Requesting support from Counties with participation incentives for peers in our feedback sessions.
- Considerations regarding accessibility and accommodation in training, technology, and implementation of PADs for peers requiring accessibility support to engage with materials and content
- The goal is to create an empathetic experience for peers engaging with PADs technology.
- RAND - Feedback questions to consider when creating training materials and content:
  - Did the training give you the needed skills and information to:
    - Navigate a PAD
    - Complete a PAD
    - Support peers to complete a PAD
- Chorus - Provided landscape analysis of current technology platforms comparable to project PADs mobile app and website
  - Mydirective.com
  - SAMHSA
- BBI
  - 2023 targeted engagement with key stakeholders and Counties
  - 2024 targeted engagement with peers
- The anticipated timeline includes the following:
  - June 2023 - Template complete

Next Steps:

- Schedule Listening Sessions and deliverable-specific workgroups.
  - Listening Sessions/Workgroups for the Template to begin meeting within January 2023

Appendix Y: Painted Brain & CAMPHRO Peer Voice-Advocacy & Education Grant (PADS) (Page 7 of 22)

QUESTION 3: What do you plan to accomplish by the end of this fiscal year?

By the end of the fiscal year, June 2023, PB and CAMHPRO plan to accomplish the following:

- On-going peer stakeholder engagement and participation in various PADs project-related deliverables
    - Facilitate local peer stakeholders meetings (listening sessions) using in-person and virtual platforms and forums
        - The lead agency will coordinate and implement listening sessions in Fresno, Mariposa, Orange County, and Tri-City counties.
        - Partner agency will lead the coordination and implementation of listening sessions in Contra Costa, Monterey, and Shasta counties.
        - Contact existing local Peer groups (minimum of three, if appropriate, representative organizations/groups within each of the listed counties) focusing on ethnic/racial/linguistic diversity to increase accessibility, advocacy, and support.
- Finalized draft of PADs template to be reviewed by peers and stakeholders.
- Begin drafting train-the-trainer curriculum (Quarter 2 2023)
- On-going collaborative working relationships with all Counties and Subcontractors
    - Participate in bi-monthly project meetings
    - Collaborating with peers who work for the County to participate in each step of the project, providing expertise on the intersection of self-advocacy and County participation
- Assist in designing Project "tool-box":
    - FAQ Sheet
    - https://paintedbrain.org/psychiatric-advance-directives/
    - Template - Peer & Subcontractor collaboration - January - June 2023
        - Begin template research in December 2022
        - Hosting peer voice feedback sessions (January - April) for the template (2.5 hours, North, South, and Central California plus one virtual group for all 7 Counties.)
    - Informational Videos - Peer & Subcontractor collaboration - January - March 2023
    - Technology - Peer & Subcontractor collaboration - January - June 2023
- Engaging peers of diverse cultural backgrounds and preferences (PAD train-the-trainer curriculum/training)
    - Train the trainer Curriculum
        - Begin outline Q2 2023
        - Listening Sessions - after July 2023

Appendix Y: Painted Brain & CAMPHRO Peer Voice-Advocacy & Education Grant (PADS) (Page 8 of 22)

Date: Tuesday 3-January 2023

Time: 11:30a - 1:30p PST / 2:30p - 4:30p EST
Meeting Name: PADs Template Subcommittee

Meeting Agenda

Annoucements
Meeting Purpose
During this meeting we will accomplish
Next Steps
Additional Commentary

Meeting Purpose

- The purpose of this meeting is to review the section outline for the PADs template
  - This template will be used to gather peer feedback
  - This template will be used to gather key stakeholder feedback
- Subcommittee Feedback Form
  - This Google Forms can be used to share feedback from this meeting.
  - https://docs.google.com/forms/d/e/1FAIpQLSf_FzaPz_Gd1wC_G0ZPiSDyULASZOkgTr28D6ER6-eLGhdj7w/viewform

Welcome and Announcements

- Attendance - put your name and County/Agency in the chat
- **OPTIONAL ACTION STEP** - Celebrations and Wish Well
  - A **Celebration** is a share of something you are celebrating, something you are grateful for. For example - celebrating a birthday
  - A **Wish Well** is a share for yourself or someone you know or the world at large needing extra energetic support. For example - sending
  - In the chat share a celebration and/or wish well
- Upcoming Meetings
  - PADs Workgroup 1st Thursday - 5-January 2023 10:00 - 11:00a PST
  - Subcommittee - Marketing - Thursday 12-January 2:00 - 3:30p PST
  - PADs Workgroup 3rd Thursday - 19-January 2023 10:00 - 11:00a PST
  - Planning Meeting in Monterey - Thursday 9-March 2023
    - Confirm Meeting Time
    - Confirm Dinner Date and Time

During this meeting we will accomplish

- Review PADs Template Sections
  - Order of Operations - Feedback
    - PB & CAMHPRO
    - PB & CAMHPRO & Peers who work for the County
    - PB & CAMHPRO & Peers who work for the County & Peers in the County (County's target populations)
    - PB & CAMHPRO & Peers who work for the County & Peers in the County (County's target populations) all other stakeholders (sections for additional feedback to be confirmed by Peers who work for the County & Peers in the County (County's target populations))

- Evaluations - PB, CAMHPRO & Subcontractors
    - What feedback and evaluations are going to be collected during the listening sessions?
        - Registration questions (pre)
        - During listening sessions questions
        - Post listening session questions (post)
    - What are the outcomes for the project/subcontractors to better direct the evaluation questions and target questions to be answered?
        - Satisfaction survey
        - Informational survey (current level of knowledge)
    - Subcontractors
        - Chorus
            - Confirm evaluation questions
        - RAND
            - Confirm evaluation questions
                - PADs Baseline for peers and keystakeholders
                - Listening Session questions
                    - Digital notes
        - BBI
            - Confirm evaluation questions
- Media Kit/Promotional Materials
    - Subcontractors
        - Idea Engineering
            - Meeting to create promotional materials for social media and listening sessions
                - Informational Introduction Video
                - Social Media Marketing
- Discuss Listening Session logistics and coordination between Counties, Subcontractors, and Peers
    - Proposed travel dates
- Subcommittee meeting dates
    - Q1 - Jan, Feb and March
    - Frequency to meet with subcommittee members outside of the peer voice/listening session/feedback sessions

Next Steps

- Peers working for the Counties
    - Set up monthly meeting with PB & CAMHPRO
- PB, CAMHPRO
    - Finalize Q1 travel schedule
    - Finalize virtual listen session meetings
- Counties
    - Based on travel schedule begin arranging
        - Incentives for peers participating
        - Interpreters and translators for in-person and virtual listening sessions
        - In person meetings w/ PB and CAMHPRO

Appendix Y: Painted Brain & CAMPHRO Peer Voice-Advocacy & Education Grant (PADS) (Page 10 of 22)

Table of Contents
Tab Title
SUMMARY - PADs Template
*Psychoactive Medication
*Convulsive Treatment, ECT
*Preferences for Emergency Treatment
*Agents & Supporters
*Law Enforcement & Crisis Workers
Signature Page
Critical physical medical conditions
Directive if I am hospitalized
Effective Communication and Reducing Misunderstandings
Preferences Regarding Treatment Facilities
My Choices Regarding Experimental Studies and Drug Trials
Housing
Employment

Education
IN PROGRESS - Gender Affirming Treatment
IN PROGRESS - Reproduction Rights
IN PROGRESS - Natural Disasters
IN PROGRESS - Disabilities
References

Appendix Y: Painted Brain & CAMPHRO Peer Voice-Advocacy & Education Grant (PADS) (Page 11 of 22)

Section Title	SUMMARY - PADs Template				
Supporting Law(s)	Federal Patient Self Determination Act (enacted in 1990)				
Stakeholder Review	Peers, DRC				
Stakeholder to review	**PADs Template Reference**	**Basic and/or Extended**	**Section**	**Sub-section**	**Notes**
Peers, DRC, Medical	DRC, Bazelon	REQUIRED	Psychoactive Medication	Current Prescription	
Peers, DRC	DRC, Bazelon, TX, All PADs	~~SECURED~~	Psychoactive Medication	Meds I consent to	
Peers, DRC	DRC, Bazelon, TX, All PADs	REQUIRED	Psychoactive Medication	Med I do not consent to	
Peers, DRC	DRC, NC, WA, PA, New Mexico	REQUIRED	Psychoactive Medication	Non-Psychiatric medication, treatment and factors essential to my mental and physical health	
Peers, DRC	DRC, WA, PA, New Mexico	REQUIRED	Psychoactive Medication	Additional treatment and wellness tools	
Peers, DRC	DRC, New Mexico	REQUIRED	Psychoactive Medication	Important factors when considering medication options	
Peers, DRC	*CREATE*	REQUIRED	Psychoactive Medication	*Gender Affirming Treatment* *Hormone Therapy* *Surgery and Postoperative Care* *Voice and Communication* *Primary Care* *Reproductive Health* *Sexual Health* *Mental Health*	
Peers, DRC	DRC, Bazelon, TX, All PADs	REQUIRED	Convulsive Treatment, ECT	My Choices Regarding Electroconvulsive Therapy *please copy LINK PDF P. 30 I do not consent to administration of electroconvulsive therapy.	
Peers, DRC	DRC, Bazelon, TX, All PADs	REQUIRED	Convulsive Treatment, ECT	My Choices Regarding Electroconvulsive Therapy *please copy LINK PDF P. 30 Under California law, this Directive cannot be used to consent for electroconvulsive therapy. However, if I am administered electroconvulsive therapy, I have the following choices: - I will be administered no more than the following number of treatments _____ - I will be administered the number of treatments deemed appropriate by Dr. _____, whose phone number and address is: _____	
Peers, DRC	DRC, Bazelon, TX, All PADs	REQUIRED	Preferences for Emergency Treatment	I prefer emergency interventions in the following order Seclusion - Physical restraints - Seclusion and physical restraint (combined) - Medication by injection - Medication in pill form - Liquid medication	
Peers, DRC	DRC, Bazelon, TX, All PADs	REQUIRED	Preferences for Emergency Treatment	Things that may calm the situation	
Peers, DRC	DRC, Bazelon, TX, All PADs	REQUIRED	Preferences for Emergency Treatment	Things that may make things worse	
Peers, DRC	DRC, Bazelon, WA	REQUIRED	Agents and Supporters	Agents	
Peers, DRC	DRC, Bazelon	REQUIRED	Agents and Supporters	Who I do want - Supporter / family member, peer supporter	
Peers, DRC	DRC, Bazelon	~~SECURED~~	Agents and Supporters	Who I do not want - Supporter / family member, peer supporter	
Peers, DRC	DRC, Bazelon, TX, All PADs	REQUIRED	Agents and Supporters	What I do want in a provided supporter	
Peers, DRC	DRC, Bazelon, TX, All PADs	REQUIRED	Agents and Supporters	What I do not want in a provided supporter	
Peers, DRC	DRC, Bazelon, WA	REQUIRED	Agents and Supporters	Who can not be involved?	
Peers, DRC	DRC, Bazelon, NC	REQUIRED	Agents and Supporters	Preference Regarding Notifications of Others DRC - In addition to my health care agent, should be notified immediately of my admission to a psychiatric facility	

Appendix Y: Painted Brain & CAMPHRO Peer Voice-Advocacy & Education Grant (PADS) (Page 12 of 22)

Subcommittee Template 1.3.22 - PADs Template - Sections

SUMMARY - PADs Template

Peers, DRC	DRC *Call specific language, Bazelon, WA	REQUIRED	Agents and Supporters	If I am placed under conservatorship, I choose the following person to be my conservative:	
Peers, DRC	DRC *Call specific language, Bazelon, WA	~~DECLINED~~	Agents and Supporters	If I am placed under conservatorship, I do not want the following person(s) to be my conservative: Relationship? Why?	
Peers, DRC	DRC, Bazelon, NC, WA, Wyoming	REQUIRED	Agents and Supporters	Current Support Team	peer supporters/supporters caseworker, psychologist, psychiatrist, etc. medical doctor
Peers, DRC	Texas Ext	REQUIRED	Law Enforcement & Crisis Workers	Things that may make things ~~deescalate~~ the ~~situation~~	
Peers, DRC	Texas Ext	REQUIRED	Law Enforcement & Crisis Workers	Things that may make things worse/escalate the ~~situation~~	
Peers, DRC	Maine	REQUIRED	Law Enforcement & Crisis Workers	Transportation	
Peers, DRC	All Templates	REQUIRED	Signature Page	Signature Page	
Peers, DRC	All Templates	REQUIRED	Signature Page	Individuals Who Have Copies of this Document	
Peers, DRC	Texas Ext		Critical physical medical conditions	Chronic Medical Conditions	
Peers, DRC	WA, New Mexico, Maryland		Critical physical medical conditions	Allergies	
Peers, DRC	DRC, Bazelon		Critical physical medical conditions	Prescription Medications	
Peers, DRC	Bazelon, WA		Critical physical medical conditions	Over the Counter Medications	
Peers, DRC	PA		Critical physical medical conditions	Dietary Restrictions or Special Needs	
Peers, DRC	DRC, WA		Critical physical medical conditions	Wellness Tools for Physical Medical and Chronic Conditions	
Peers, DRC	DRC, Bazelon, New Mexico		Directive if I am hospitalized	Preferences Regarding Psychiatric Hospitals	
Peers, DRC	Peer Voice - Painted Brain/CAMHPRO		Directive if I am hospitalized	Preferences Regarding Peer Respite and/or Crisis Centers	
Peers, DRC	DRC, PA, Hawaii		Directive if I am hospitalized	Who should be notified upon my admission to a psychiatric hospital	
Peers, DRC	DRC		Directive if I am hospitalized	People to notify if I die / The identity of my next of kin	
Peers, DRC	Texas Ext Only		Directive if I am hospitalized	Personal items I would like if I am hospitalized	
Peers, DRC	WA, Wyoming		Directive if I am hospitalized	Household matters	
Peers, DRC	WA, Wyoming		Directive if I am hospitalized	Finances	
Peers, DRC	WA, Wyoming		Directive if I am hospitalized	Employment	
Peers, DRC	WA, Wyoming		Directive if I am hospitalized	Education	
Peers, DRC	WA, Wyoming		Directive if I am hospitalized	Probation/Parole	
Peers, DRC	WA, IL, Wyoming		Directive if I am hospitalized	Attorney	
Peers, DRC	Bazelon, PA, Maine, Wyoming		Directive if I am hospitalized	Children/Dependents	
Peers, DRC	ADA, California AB1663		Effective Communication and Reducing Misunderstandings	Things that will help people communicate with me	
Peers, DRC	ADA, California AB1663		Effective Communication and Reducing Misunderstandings	Things that will make communication more difficult	
Peers, DRC	ADA, California AB1663		Effective Communication and Reducing Misunderstandings	Supporter (peer) for legal proceedings	
Peers, DRC	ADA, California AB1663		Effective Communication and Reducing Misunderstandings	Supporter (peer) for legal representation	
Peers, DRC	New Mexico		Effective Communication and Reducing Misunderstandings	Supporter (peer) for any mental health evaluation connected with a legal proceeding (applicable for conservatorship and competency)	
Peers, DRC	ADA, Texas Ext		Effective Communication and Reducing Misunderstandings	Things that may help me access court proceeding	*Consider - IEP Testing Accommodations* Take Breaks No crowds behind me
Peers, DRC	DRC, Bazelon, All PADs		Preferences Regarding Treatment Facilities	My Choice of Treatment Facility and Choices for Alternatives to Hospitalization If 24-Hour Care is Deemed Medically Necessary for My Safety and Well-being. Why I am making the choice	
Peers, DRC	DRC, Bazelon, All PADs		Preferences Regarding Treatment Facilities	In the event I am to be admitted to a hospital for 24-hour care, I would prefer to receive care at the following hospitals:	
Peers, DRC	DRC, Bazelon, All PADs		Preferences Regarding Treatment Facilities	I do not wish to be admitted to the following hospitals or programs/facilities for psychiatric care for the reasons I have listed:	

Appendix Y: Painted Brain & CAMPHRO Peer Voice-Advocacy & Education Grant (PADS) (Page 13 of 22)

Peers, DRC	DRC, Bazelon, PA, Hawaii *Direct Copy from DRC		My Choices Regarding Experimental Studies and Drug Trials	I will not participate in experimental studies or drug trials. Under recent changes to California law, a health care agent, if one has been appointed, a conservator, a family member, or domestic partner may consent to participation in a medical experiment on behalf of a person who is unable to consent under very specific circumstances. See Health and Safety Code, section 24178 for a list of these specific circumstances. Complete this section only if you do not consent to participation in medical experiments under any circumstances.	
Peers, DRC Peers, DRC	DRC, Bazelon, PA, Hawaii *Direct Copy from Bazelon DRC, Bazelon, PA, Hawaii *Direct Copy from Bazelon		My Choices Regarding Experimental Studies and Drug Trials My Choices Regarding Experimental Studies and Drug Trials	I hereby consent to my participation in experimental drug studies or drug trials. I authorize my agent to consent to my participation in experimental drug studies if my agent, after consultation with my treating physician and any other individuals my agent may think appropriate, determines that the potential benefits to me outweigh the possible risks of my participation and that other, non-experimental interventions are not likely to provide effective treatment.	
Peers, DRC	Fair Housing Act, Texas Ext		Housing	Accommodations to obtain housing, and the supports necessary to access the needed accommodations.	
Peers, DRC Peers, DRC Peers, DRC	Fair Housing Act, Texas Ext Fair Housing Act, Texas Ext Fair Housing Act, Texas Ext		Housing Housing ~~Housing~~	Accommodations to maintain housing, and the supports necessary to access the needed accommodation. Housing tools Agent & Supporters - Supported Living Services https://www.dds.ca.gov/services/supported-living-services/	
Peers, DRC	CA Vocational Rehabilitation, California AB1195		Employment	Accommodations and supports to obtain employment	
Peers, DRC Peers, DRC Peers, DRC Peers, DRC	CA Vocational Rehabilitation, California AB1195 CA Vocational Rehabilitation, California AB1195 CA Vocational Rehabilitation, California AB1195 CA Vocational Rehabilitation, California AB1195		Employment Employment ~~Employment~~ ~~Employment~~	Accommodations to maintain employment Vocational Rehabilitation Services Volunteering Employment tools	
Peers, DRC	CA Vocational Rehabilitation, California AB1195		Employment	Agent & Supporters - Supported Employment Program https://www.dor.ca.gov/Home/SupportedEmployment/Program	
Peers, DRC Peers, DRC Peers, DRC Peers, DRC	~~CalEd~~ Adult Education, Texas Ext ~~CalEd~~ Adult Education, Texas Ext ~~CalEd~~ Adult Education, Texas Ext ~~CalEd~~ Adult Education, Texas Ext		Education ~~Education~~ ~~Education~~ Education	Accommodations and supports to access education opportunities Accommodations for ~~education~~ Auditing classes Education tools	
Peers, DRC	*CREATE*		*Gender Affirming Treatment*	*Gender Affirming Treatment* *Hormone Therapy* *Surgery and Postoperative Care* *Voice and Communication* *Primary Care* *Reproductive Health* *Sexual Health* *Mental Health*	
Peers, DRC	*CREATE*		Reproduction Rights	Reproduction Rights	
Peers, DRC	*CREATE*		*Natural Disasters*	*Documentation to Verify Occupancy (FEMA)*	
Peers, DRC *Peers, DRC*	*CREATE* *CREATE*		*Natural Disasters* *Natural Disasters*	*Do you own any property(Vehicle, RV, Home, Manufactured home, etc)? (FEMA)* *Documentation to Verify Ownership (FEMA)* *- Do you have a clear title?*	
Peers, DRC	*CREATE* *American Red Cross*		*Natural Disasters*	*Natural Disaster Preparation* *- What is needed during and after evacuation?* *American Red Cross* https://www.redcross.org/get-help/how-to-prepare-for-emergencies/types-of-emergencies.html	

Peers, DRC	*CREATE* *Collab with DRC*		*Disabilities*	*Have you ever received a diagnosis?*	
Peers, DRC	*CREATE* *Collab with DRC*		*Disabilities*	*Targeted Disabilities or Serious Health Conditions:*	
Peers, DRC	*CREATE* *Collab with DRC*		*Disabilities*	*Other Disabilities or Serious Health Conditions:*	
Peers, DRC	*CREATE* *Collab with DRC*		*Disabilities*	*Other Options*	

Appendix Y: Painted Brain & CAMPHRO Peer Voice-Advocacy & Education Grant (PADS) (Page 14 of 22)

Section Title	*Psychoactive Medication			
Stakeholder Review	Peers, DRC			
REQUIRED				
Stakeholder to review	**PADs Template Reference**	**Section**	**Sub-Section**	**Notes**
Peers, DRC	DRC, Bazelon	Psychoactive Medication	Current Prescription	
Peers, DRC	DRC, Bazelon, TX, All PADs	Psychoactive Medication	Meds I consent to	
Peers, DRC	DRC, Bazelon, TX, All PADs	Psychoactive Medication	Med I do not consent to	
Peers, DRC	DRC, NC, WA, PA, New Mexico	Psychoactive Medication	Non-Psychiatric medication, treatment and factors essential to my mental and physical health	
Peers, DRC	DRC, WA, PA, New Mexico	Psychoactive Medication	Additional treatment and wellness tools	
Peers, DRC	DRC, New Mexico	Psychoactive Medication	Important factors when considering medication options	
Peers, DRC	*CREATE*	Psychoactive Medication	*Gender Affirming Treatment* *Hormone Therapy* *Surgery and Postoperative Care* *Voice and Communication* *Primary Care* *Reproductive Health* *Sexual Health* *Mental Health*	

Section Title	TEXT - *Convulsive Treatment, ECT			
Supporting Law(s)	The Lanterman-petris-short Act https://california.public.law/codes/ca.welf.and.inst.code.div_5_part_1 California Welfare and Institutions Code Sec. 5326.5 https://california.public.law/codes/ca.welf.and.inst.code.section_5326.5			
Stakeholder Review	Peers, DRC			
REQUIRED				
Stakeholder to review	**PADs Template Reference**	**Section**	**Sub-section**	**Notes**
Peers, DRC	DRC, Bazelon, TX, All PADs	Convulsive Treatment, ECT	My Choices Regarding Electroconvulsive Therapy *direct copy LINK PDF P. 30 I do not consent to administration of electroconvulsive therapy.	
Peers, DRC	DRC	Convulsive Treatment, ECT	My Choices Regarding Electroconvulsive Therapy *direct copy LINK PDF P. 30 Under California law, this Directive cannot be used to consent for electrooconvulsive therapy. However, if I am administered electrooconvulsive therapy, I have the following choices: - I will be administered no more than the following number of treatments _____. - I will be administered the number of treatments deemed appropriate by Dr. _____, whose phone number and address is: _____ _____.	

Appendix Y: Painted Brain & CAMPHRO Peer Voice-Advocacy & Education Grant (PADS) (Page 15 of 22)

Section Title	*Preferences for Emergency Treatment			
Stakeholder Review	Peers, DRC			
REQUIRED				
Stakeholder to review	**PADs Template Reference**	**Section**	**Sub-section**	**Notes**
Peers, DRC	DRC, Bazelon, TX, All PADs	Preferences for Emergency Treatment	I prefer emergency interventions in the following order - Seclusion - Physical restraints - Seclusion and physical restraint (combined) - Medication by injection - Medication in pill form - Liquid medication	
Peers, DRC	DRC, Bazelon, TX, All PADs	Preferences for Emergency Treatment	Things that may calm the situation	
Peers, DRC	DRC, Bazelon, TX, All PADs	Preferences for Emergency Treatment	Things that may make things worse	

Section Title	*Agents & Supporters			
Stakeholder Review	Peers, DRC			
REQUIRED				
Stakeholder to review	**PADs Template Reference**	**Section**	**Sub-section**	**Notes**
Peers, DRC	DRC, Bazelon, WA	Agents and Supporters	Agents	
Peers, DRC	DRC, Bazelon	Agents and Supporters	Who I do want - Supporter / family member, peer supporter	
Peers, DRC	DRC, Bazelon	Agents and Supporters	Who I do not want - Supporter / family member, peer supporter	
Peers, DRC	DRC, Bazelon, TX, All PADs	Agents and Supporters	What I do want in a provided supporter	
Peers, DRC	DRC, Bazelon, TX, All PADs	Agents and Supporters	What I do not want in a provided supporter	
Peers, DRC	DRC, Bazelon, WA	Agents and Supporters	Who can not be involved?	
Peers, DRC	DRC, Bazelon, NC	Agents and Supporters	Preference Regarding Notifications of Others DRC - in addition to my health care agent, should be notified immediately of my admission to a psychiatric facility	
Peers, DRC	DRC *Cali specific language, Bazelon, WA	Agents and Supporters	If I am placed under conservatorship, I choose the following person to be my conservative:	
Peers, DRC	DRC *Cali specific language, Bazelon, WA	Agents and Supporters	If I am placed under conservatorship, I do not want the following person(s) to be my conservative: Relationship? Why?	
Peers, DRC	DRC, Bazelon, NC, WA, Wyoming	Agents and Supporters	Current Support Team	

Section Title	*Law Enforcement & Crisis Workers			
Stakeholder Review	Peers, DRC			
REQUIRED				
Stakeholder to review	**PADs Template Reference**	**Section**	**Sub-section**	**Notes**
Peers, DRC	Texas Ext	Law Enforcement & Crisis Workers	What are things that can deescalate the situation	
Peers, DRC	Texas Ext	Law Enforcement & Crisis Workers	Things that may make things worse/escalate the situation	
Peers, DRC	Maine	Law Enforcement & Crisis Workers	Transportation	

Appendix Y: Painted Brain & CAMPHRO Peer Voice-Advocacy & Education Grant (PADS) (Page 16 of 22)

Subcommittee Template 1.3.22 - PADs Template - Sections *Signature Page

Section Title	Signature Page			
Stakeholder Review	Peers, DRC			
REQUIRED				
Stakeholder to review	**PADs Template Reference**	**Section**	**Sub-section**	**Notes**
Peers, DRC	All Templates	Signature Page	Signature Page	
Peers, DRC	All Templates	Signature Page	Individuals Who Have Copies of this Document	

Subcommittee Template 1.3.22 - PADs Template - Sections Critical physical medical conditions

Section Title	Critical physical medical conditions				
Stakeholder Review	Peers, DRC				
Stakeholder to review	**PADs Template Reference**	**Basic and/or Extended**	**Section**	**Sub-section**	**Notes**
Peers, DRC	Texas Ext		Critical physical medical conditions	Chronic Medical Conditions	
Peers, DRC	WA, New Mexico, Maryland		Critical physical medical conditions	Allergies	
Peers, DRC	DRC, Bazelon		Critical physical medical conditions	Prescription Medications	
Peers, DRC	Bazelon, WA		Critical physical medical conditions	Over the Counter Medications	
Peers, DRC	PA		Critical physical medical conditions	Dietary Restrictions or Special Needs	
Peers, DRC	DRC, WA		Critical physical medical conditions	Wellness Tools for Physical Medical and Chronic Conditions	

Subcommittee Template 1.3.22 - PADs Template - Sections Directive if I am hospitalized

Section Title	Directive if I am hospitalized				
Stakeholder Review	Peers, DRC				
Stakeholder to review	**PADs Template Reference**	**Basic and/or Extended**	**Section**	**Sub-section**	**Notes**
Peers, DRC	DRC, Bazelon, New Mexico		Directive if I am hospitalized	Preferences Regarding Psychiatric Hospitals	
Peers, DRC	Peer Voice - Painted Brain/CAMHPRO		Directive if I am hospitalized	Preferences Regarding Peer Respite and/or Crisis Centers.	
Peers, DRC	DRC, PA, Hawaii		Directive if I am hospitalized	Who should be notified upon my admission to a psychiatric hospital	
Peers, DRC	DRC		Directive if I am hospitalized	People to notify if I die / The identity of my next of kin	
Peers, DRC	Texas Ext Only		Directive if I am hospitalized	Personal items I would like if I am hospitalized	
Peers, DRC	WA, Wyoming		Directive if I am hospitalized	Household matters	
Peers, DRC	WA, Wyoming		Directive if I am hospitalized	Finances	
Peers, DRC	WA, Wyoming		Directive if I am hospitalized	Employment	
Peers, DRC	WA, Wyoming		Directive if I am hospitalized	Education	
Peers, DRC	WA, Wyoming		Directive if I am hospitalized	Probation/Parole	
Peers, DRC	WA, IL, Wyoming		Directive if I am hospitalized	Attorney	
Peers, DRC	Bazelon, PA, Maine, Wyoming		Directive if I am hospitalized	Children/Dependents	

Appendix Y: Painted Brain & CAMPHRO Peer Voice-Advocacy & Education Grant (PADS) (Page 17 of 22)

Section Title	Effective Communication				
Supporting Law(s)	Americans with Disabilities Act (ADA) https://www.ada.gov/law-and-regs/ada/#top https://www.ada.gov/resources/effective-communication/ California AB1663 https://www.gov.ca.gov/2022/09/30/governor-newsom-signs-legislation-to-protect-civil-rights-support-community-living-for-californians-with-disabilities/				
Stakeholder Review	Peers, DRC				
Stakeholder to review	**PADs Template Reference**	**Basic and/or Extended**	**Section**	**Sub-section**	**Notes**
Peers, DRC	ADA, California AB1663		Effective Communication and Reducing Misunderstandings	Things that will help people communicate with me	
Peers, DRC	ADA, California AB1663		Effective Communication and Reducing Misunderstandings	Things that will make communication more difficult	
Peers, DRC	ADA, California AB1663		Effective Communication and Reducing Misunderstandings	Supporter (peer) for legal proceedings	
Peers, DRC	ADA, California AB1663		Effective Communication and Reducing Misunderstandings	Supporter (peer) for legal representation	
Peers, DRC	New Mexico		Effective Communication and Reducing Misunderstandings	Supporter (peer) for any mental health evaluation connected with a legal proceeding (applicable for conservatorship and competency)	
Peers, DRC	ADA, Texas Ext		Effective Communication and Reducing Misunderstandings	Things that may help me access court proceeding	*Consider - IEP Testing Accommodations Take Breaks No crowds behind me*

Section Title	Preferences Regarding Treatment Facilities				
Stakeholder Review	Peers, DRC				
Stakeholder to review	**PADs Template Reference**	**Basic and/or Extended**	**Section**	**Sub-section**	**Notes**
Peers, DRC	DRC, Bazelon, All PADs		Preferences Regarding Treatment Facilities	My Choice of Treatment Facility and Choices for Alternatives to Hospitalization If 24-Hour Care is Deemed Medically Necessary for My Safety and Well-being. Why I am making the choice	For Example: Peer Respite Crisis Stabilization
Peers, DRC	DRC, Bazelon, All PADs		Preferences Regarding Treatment Facilities	In the event I am to be admitted to a hospital for 24-hour care, I would prefer to receive care at the following hospitals:	
Peers, DRC	DRC, Bazelon, All PADs		Preferences Regarding Treatment Facilities	I do not wish to be admitted to the following hospitals or programs/facilities for psychiatric care for the reasons I have listed:	

Appendix Y: Painted Brain & CAMPHRO Peer Voice-Advocacy & Education Grant (PADS) (Page 18 of 22)

Section Title	My Choices Regarding Experimental Studies and Drug Trials				
Supporting Law(s)	California Health and Safety Code Sec. 24175 https://california.public.law/codes/ca_health_and_safety_code_section_24175				
Stakeholder Review	Peers, DRC				
Stakeholder to review	**PADs Template Reference**	**Basic and/or Extended**	**Section**	**Sub-section**	**Notes**
Peers, DRC	DRC, Bazelon, PA, Hawaii *Direct Copy from DRC		My Choices Regarding Experimental Studies and Drug Trials	I will not participate in experimental studies or drug trials. Under recent changes to California law, a health care agent, if one has been appointed, a conservator, a family member, or domestic partner may consent to participation in a medical experiment on behalf of a person who is unable to consent under very specific circumstances. See Health and Safety Code, section 24178 for a list of these specific circumstances. Complete this section only if you do not consent to participation in medical experiments under any circumstances.	
	DRC, Bazelon, PA, Hawaii *Direct Copy from Bazelon		My Choices Regarding Experimental Studies and Drug Trials	I hereby consent to my participation in experimental drug studies or drug trials.	
	DRC, Bazelon, PA, Hawaii *Direct Copy from Bazelon		My Choices Regarding Experimental Studies and Drug Trials	I authorize my agent to consent to my participation in experimental drug studies if my agent, after consultation with my treating physician and any other individuals my agent may think appropriate, determines that the potential benefits to me outweigh the possible risks of my participation and that other, non-experimental interventions are not likely to provide effective treatment.	

Section Title	Housing				
Supporting Law(s)	Americans with Disabilities Act (ADA) https://www.ada.gov/law-and-regs/ada/#top Fair Housing Act https://www.hud.gov/program_offices/fair_housing_equal_opp/disability_overview Olmstead v. L.C. https://www.olmsteadrights.org/about-olmstead/				
Stakeholder Review	Peers, DRC				
Stakeholder to review	**PADs Template Reference**	**Basic and/or Extended**	**Section**	**Sub-section**	**Notes**
Peers, DRC	Fair Housing Act, Texas Ext		Housing	Accommodations to obtain housing, and the supports necessary to access the needed accommodations.	
Peers, DRC	Fair Housing Act, Texas Ext		Housing	Accommodations to maintain housing, and the supports necessary to access the needed accommodation.	
Peers, DRC	Fair Housing Act, Texas Ext		Housing	Housing tools	
Peers, DRC	Fair Housing Act, Texas Ext		Housing	Agent & Supporters - Supported Living Services https://www.dds.ca.gov/services/supported-living-services/	

Appendix Y: Painted Brain & CAMPHRO Peer Voice-Advocacy & Education Grant (PADS) (Page 19 of 22)

Section Title	Employment				
Supporting Law(s)	Americans with Disabilities Act (ADA) https://www.ada.gov/law-and-regs/ada/#top California Employment Discrimination https://calcivilrights.ca.gov/employment/ California AB1195 https://www.gov.ca.gov/2022/09/30/governor-newsom-signs-legislation-to-protect-civil-rights-support-community-living-for-californians-with-disabilities/				
Stakeholder Review	Peers, DRC				
Stakeholder to review	**PADs Template Reference**	**Basic and/or Extended**	**Section**	**Sub-section**	**Notes**
Peers, DRC	CA Vocational Rehabilitation, California AB1195		Employment	Accommodations and supports to obtain employment	
Peers, DRC	CA Vocational Rehabilitation, California AB1195		Employment	Accommodations to maintain employment	
Peers, DRC	CA Vocational Rehabilitation, California AB1195		Employment	Vocational Rehabilitation Services	
Peers, DRC	CA Vocational Rehabilitation, California AB1195		Employment	Volunteering	
Peers, DRC	CA Vocational Rehabilitation, California AB1195		Employment	Employment tools	
Peers, DRC	CA Vocational Rehabilitation, California AB1195		Employment	Agent & Supporters - Supported Employment Program https://www.dor.ca.gov/Home/SupportedEmploymentProgram	

Section Title	Education				
Supporting Law(s)	Americans with Disabilities Act (ADA) https://www.ada.gov/law-and-regs/ada/#top The Unruh Civil Rights Act - California (Civil Code Section 51) https://www.dor.ca.gov/Home/UnruhCivilRightsAct Disabled Persons Act - California (Civil Code Sections 54 – 55.32) https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=CIV&division=1.&title=&part=2.5&chapter=&article				
Stakeholder Review	Peers, DRC				
Stakeholder to review	**PADs Template Reference**	**Basic and/or Extended**	**Section**	**Sub-section**	**Notes**
Peers, DRC	CalEd Adult Education, Texas Ext		Education	Accommodations and supports to access education opportunities	
Peers, DRC	CalEd Adult Education, Texas Ext		Education	Accommodations for education	
Peers, DRC	CalEd Adult Education, Texas Ext		Education	Auditing classes	
Peers, DRC	CalEd Adult Education, Texas Ext		Education	Education tools	

Appendix Y: Painted Brain & CAMPHRO Peer Voice-Advocacy & Education Grant (PADS) (Page 20 of 22)

Subcommittee Template 1.3.22 - PADs Template - Sections IN PROGRESS - Gender Affirming Treatment

Section Title	IN PROGRESS - Gender Affirming Treatment				
Supporting Law(s)	Section 794 of the Public Health Service Act https://www.govinfo.gov/content/pkg/USCODE-2010-title42/pdf/USCODE-2010-title42-chap6A-subchapV-partF-sec295m.pdf Section 855 of the Public Health Service Act https://www.govinfo.gov/content/pkg/USCODE-2008-title42/pdf/USCODE-2008-title42-chap6A-subchapVI-partA-sec296g.pdf Affordable Care Act https://transequality.org/know-your-rights/health-care				
Stakeholder Review	Peers, DRC				
CREATE SECTION DETAILS					
Stakeholder to review	**PADs Template Reference**	**Basic and/or Extended**	**Section**	**Sub-section**	**Notes**
Peers, DRC	CREATE		Gender Affirming Treatment	Gender Affirming Treatment Hormone Therapy Surgery and Postoperative Care Voice and Communication Primary Care Reproductive Health Sexual Health Mental Health	*Lived experience receiving gender affirming treatment *Lived experience with hospitalization

Subcommittee Template 1.3.22 - PADs Template - Sections IN PROGRESS Reproduction Rights

Section Title	IN PROGRESS Reproduction Rights				
Supporting Law(s)					
Stakeholder Review	Peers, DRC				
CREATE SECTION DETAILS					
Stakeholder to review	**PADs Template Reference**	**Basic and/or Extended**	**Section**	**Sub-section**	**Notes**
Peers, DRC	*CREATE*		Reproduction Rights	Reproduction Rights	*Lived experience with reproductive rights *Lived experience with hospitalization

Subcommittee Template 1.3.22 - PADs Template - Sections IN PROGRESS - Natural Disasters

Section Title	IN PROGRESS Natural Disasters				
Stakeholder Review	Peers, DRC				
CREATE SECTION DETAILS					
Stakeholder to review	**PADs Template Reference**	**Basic and/or Extended**	**Section**	**Sub-section**	**Notes**
Peers, DRC	CREATE		Natural Disasters	Documentation to Verify Occupancy (FEMA)	
Peers, DRC	CREATE		Natural Disasters	Do you own any property(Vehicle, RV, Home, Manufactured home, etc)? (FEMA)	
Peers, DRC	CREATE		Natural Disasters	Documentation to Verify Ownership (FEMA) - Do you have a clear title?	
Peers, DRC	CREATE American Red Cross		Natural Disasters	Natural Disaster Preparation - What is needed during and after evacuation? American Red Cross https://www.redcross.org/get-help/how-to-prepare-for-emergencies/types-of-emergencies.html	

Appendix Y: Painted Brain & CAMPHRO Peer Voice-Advocacy & Education Grant (PADS) (Page 21 of 22)

Section Title	IN PROGRESS - Disabilities				
Supporting Law(s)	**Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 –** ensures that people with disabilities have equal access to programs, services, activities, and facilities that receive Federal financial assistance **Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 et seq. –** ensures that state and local governments, including those that receive no Federal financial assistance, provide people with disabilities equal access to their programs, services, activities, and facilities https://www.hhs.gov/civil-rights/for-individuals/disability/physical/index.html				
Stakeholder Review	Peers, DRC				
CREATE SECTION DETAILS					
Reference	U.S. Office of Personnel Management. (2016). OPM Form SF256, Self-identification of Disability. https://www.opm.gov/forms/pdf_fill/sf256.pdf				
Stakeholder to review	**PADs Template Reference**	**Basic and/or Extended**	**Section**	**Sub-section**	**Notes**
Peers, DRC	*CREATE*		*Disabilities*	*Have you ever received a diagnosis?*	
Peers, DRC	*CREATE*		*Disabilities*	*Targeted Disabilities or Serious Health Conditions:*	
Peers, DRC	*CREATE*		*Disabilities*	*Other Disabilities or Serious Health Conditions:*	
Peers, DRC	*CREATE*		*Disabilities*	*Other Options*	
Question:	*Have you ever received a diagnosis?*				
Targeted Disabilities or Serious Health Conditions:					
	Developmental Disability, for example, autism spectrum disorder				
	Traumatic Brain Injury (TBI)				
	Deaf or serious difficulty hearing, benefiting from, for example, American Sign Language, CART, hearing aids, a cochlear implant and/or other supports				
	Blind or serious difficulty seeing even when wearing glasses				
	Missing extremities (arm, leg, hand and/or foot)				
	Significant mobility impairment, benefiting from the utilization of a wheelchair, scooter, walker, leg brace(s) and/or other supports				
	Partial or complete paralysis (any cause)				
	Epilepsy or other seizure disorders				
	Intellectual disability				

Appendix Y: Painted Brain & CAMPHRO Peer Voice-Advocacy & Education Grant (PADS) (Page 22 of 22)

	Significant Psychiatric Disorder, for example, bipolar disorder, schizophrenia, PTSD, or major depression				
	Dwarfism				
	Significant disfigurement, for example, disfigurements caused by burns, wounds, accidents, or congenital disorders				
Other Disabilities or Serious Health Conditions:					
	Speech impairment				
	Spinal abnormalities, for example, spina bifida or scoliosis				
	Non-paralytic orthopedic impairments, for example, chronic pain, stiffness, weakness in bones or joints, some loss of ability to use part or parts of the body				
	HIV Positive/AIDS				
	Morbid obesity				
	Nervous system disorder for example, migraine headaches, Parkinson's disease, or multiple sclerosis				
	Cardiovascular or heart disease				
	Depression, anxiety disorder, or other psychiatric disorder				
	Blood diseases, for example, sickle cell anemia, hemophilia				
	Diabetes				
	Orthopedic impairments or osteo-arthritis				
	Pulmonary or respiratory conditions, for example, tuberculosis, asthma, emphysema				
	Kidney dysfunction				
	Cancer (present or past history)				
	Learning disability or attention deficit/hyperactivity disorder (ADD/ADHD)				
	Gastrointestinal disorders, for example, Crohn's Disease, irritable bowel syndrome, colitis, celiac disease, dysphexia				
	Autoimmune disorder, for example, lupus, fibromyalgia, rheumatoid arthritis				
	Liver disease, for example, hepatitis or cirrhosis				
	History of alcoholism or history of drug addiction (but not currently using illegal drugs)				
	Endocrine disorder, for example, thyroid dysfunction				
Other Options					
	I do not wish to identify my disability or serious health condition.				
	I do not have a disability or serious health condition.				
	I have a disability or serious health condition, and it is not listed on this ~~form~~				
	Please provide additional details for your response to "I have a disability or serious health condition, and it is not listed on this form"				

Section Title	References	
In Progress		
PADs Template	DRC	https://www.disabilityrightsca.org/system/files/file-attachments/508801.pdf
	Bazelon	http://www.bazelon.org/wp-content/uploads/2017/04/PAD-Template.pdf
	North Carolina (NC)	https://www.sosnc.gov/documents/forms/advance_healthcare_directives/advance_instruction_for_mental_health.pdf
	Washington (WA)	https://nrc-pad.org/images/stories/PDFs/washingtonpadform.pdf
	Pennsylvania (PA)	https://nrc-pad.org/images/stories/PDFs/pacombinedform.pdf
	New Mexico	https://nrc-pad.org/images/stories/PDFs/newmexicopadform.pdf
	Wyoming	https://nrc-pad.org/images/stories/PDFs/wyomingpadform.pdf
	Maine	https://nrc-pad.org/images/stories/PDFs/mainepadandhcpaform.pdf
	Maryland	https://nrc-pad.org/images/stories/PDFs/marylandpadform.pdf
	Hawaii	https://nrc-pad.org/images/stories/PDFs/hawaiipadform.pdf
	Illinois	https://nrc-pad.org/images/stories/PDFs/illinoispadform.pdf
	California	https://nrc-pad.org/images/stories/PDFs/california%20pad.pdf
CA Vocational Rehabilitation	https://www.dor.ca.gov/Home/VocationalRehabilitation	
Adult Education - ~~CalEdFacts~~	https://www.cde.ca.gov/sp/ae/po/cefadulted.asp	
~~CalEd~~ Adult Education, Texas Ext	https://scdd.ca.gov/wp-content/uploads/sites/33/2018/03/The-Difference-Between-IEP-and-504-Plans.pdf	

Appendix Z: RAND-PADs Evaluation (PADs) (Page 1 of 2)

RAND – PADs Evaluation 2022 Year-End Summary

Accomplishments to date

RAND has been preparing for the evaluation by attending meetings, participating in planning discussions, and offering preliminary input on the evaluation implications of design and operationalization decisions. RAND's activities to date have centered on engaging with project stakeholders (e.g., counties, other contractors) and adapting the originally-proposed evaluation to recent changes in the scope and focus of the innovation project.

A member of the RAND team attended the August 2022 in-person kickoff meeting in Fresno, which convened representatives from the counties and subcontractors. RAND prepared and delivered a presentation on the proposed evaluation, which included an overview of activities, rationale, flow, and timeline. In addition to familiarization with other parties' roles on the project and planned activities, the meeting included a debrief discussion between contractors to better understand each organization's tasks, needs, and potential synergies.

RAND also had follow-up meetings with the other contractors. Chorus, BBI, and RAND had a joint contractor meeting coordinated by Concepts Forward in September 2022. Following this, the RAND and BBI teams held two planning meetings in September to discuss the differences between their peer- and technology-focused evaluations, respectively. The discussions provided an valuable opportunity to further discuss potential synergies and efficiencies, and to offer each other collegial feedback on preliminary evaluation plans.

RAND also met with the team from Painted Brain and CAMHPRO in November 2022. This introductory meeting was an opportunity to introduce staff from each group, and to begin conversations about collaborative evaluation.

Since the project launch, representatives from RAND have attended the biweekly Thursday meetings between Counties and Subcontractors. These meetings have provided an opportunity to stay abreast of each County's progress in launching the Innovations project. They have also provided an opportunity for RAND to ask questions about the Innovation implementation; this information has helped RAND's internal planning for the evaluation.

RAND also participated in the December 2022 Contractor meeting hosted by Chorus. The planning meeting was an opportunity for contractors to discuss and map out their workstreams, tasks, and timelines, which have evolved since the August 2022 kickoff meeting.

Finally, the RAND team has continued internal team meetings for strategic planning between these larger, multi-stakeholder meetings.

Appendix Z: RAND-PADs Evaluation (Page 2 of 2)

Expectations moving forward

The RAND team expects that evaluation activities will significantly ramp-up in the 2023 calendar year, beginning shortly after the New Year. RAND's evaluation activities are closely tied to the development and implementation of the PADs Facilitators training by Painted Brain and CAMHPRO. It is also tied to the Chorus development timeline. Before beginning any data collection related to evaluation, the RAND team will submit its procedures for human subjects review by RAND's IRB, the Human Subjects Protection Committee.

For the training-related evaluation, RAND anticipates using surveys, focus groups, and/or administrative data to assess relevant process outcomes (e.g., peer knowledge and attitudes, implementation barriers and facilitators, PADs completion rates)

RAND will also adapt the proposed evaluation of the Peer-level impacts of PADs, which will begin later than the training- and implementation-focused evaluation. To identify and measure consumer-level and county-level impacts of the PADs innovation project, we anticipate using surveys and/or focus groups to assess relevant outcomes such as Peer satisfaction with PADs and the impact of PADs on care experiences.

RAND will also begin working on analysis and reporting, following the implementation of data collection.

Anticipated accomplishments by end of FY2023

Based on the current overall project timeline, we anticipate that RAND will have launched and implemented training-related evaluation activities. We also expect that we will have developed and launched activities focused on the Peer-level impacts of PADs.

Appendix AA: Syracuse University-Fiscal Intermediary & Financial Update (PADs) (Page 1 of 4)

Syracuse University

Fiscal Intermediary Background and Financial Updates

Background

Syracuse University is pleased to serve in the role of Fiscal Intermediary for the Psychiatric Advance Directives (PADs) Project, which is a Mental Health Services Act Innovations Project involving the collaboration of multiple California Counties; namely, Contra Costa County, Fresno County, Mariposa County, Monterey County, Orange County, Shasta County and the Tri-City Mental Health Authority. In addition to the expertise and excellence in the programmatic areas of Disability Research and Advocacy that Syracuse University's Burton Blatt Institute brings forth to the PADs Project, Syracuse University has a dynamic research administration team that supports the world-class, top-tier research performed on campus and around the world. Syracuse University's Office of Sponsored Programs and Office of Sponsored Accounting provide the critical infrastructure to support the PADs Project contract(s) administration and fiscal oversight. Our offices primary functions are to facilitate the responsible and efficient stewardship of grant and contract funded projects from various external funding agencies. As a result of the significant federally funded research conducted by Syracuse University, we are required by federal policy, law, and regulations to have rigorous and well-documented fiscal oversight measures in place to responsibly administer these funds. This directly benefits the California PADs project, with Syracuse University serving in the role of Fiscal Intermediary. We provide a proven track record of grant and contract management and fiscal oversight, which is key to the successful administration of complex multi-party projects like PADs. Syracuse University routinely undergoes multiple audits from various agencies and external auditors with no material weaknesses noted in past years. Lastly, Syracuse University is a proud member of the Federal Demonstration Partnership (FDP), which is a cooperative of 10 federal agencies and over 200 research intensive institutions with the primary purpose to reduce the administrative burdens associated with research grants and contracts. Why is this important to the PADs Project which is not federally funded? Syracuse University is able to leverage the best practices learned through its FDP membership to the benefit of all externally sponsored projects, including the PADs project. A prime example of this benefit is the University's enrollment in the FDP Expanded Clearinghouse which essentially provides a public facing organizational profile of Syracuse University, including audit and financial data that is regularly updated on an annual basis. To review Syracuse University's profile at any given time, simply navigate to this website (https://fdpclearinghouse.org/organizations/196) for the most recent information.

Now that the overarching background of Syracuse University's role as the Fiscal Intermediary is covered in the paragraph above, we will now present a more detailed view of the underlying contracting processes and fiscal oversight in the form of the flowchart below, **Table 1**.

211 Lyman Hall/Syracuse, New York 13244-1200/315-443-2807/Fax:315-443-9361
E-mail: ospoff@syr.edu

Appendix AA: Syracuse University-Fiscal Intermediary & Financial Update (Page 2 of 4)

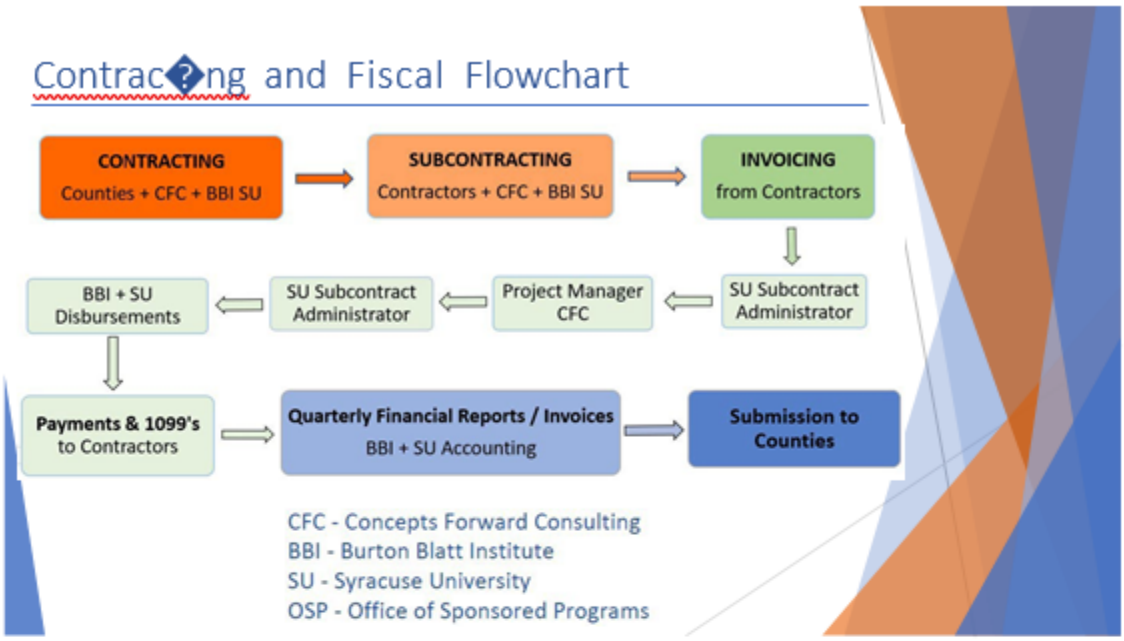


Table 1

Representatives from Syracuse University attended and presented at the PADs Project kickoff meeting held in Fresno, CA on August 16, 2022. Stuart Taub, Director, Office of Sponsored Programs, provided an overview presentation on Syracuse University's role and responsibility as the fiscal intermediary and fielded questions from the County representatives in attendance. Peter Blanck, University Professor and Chairman of the Burton Blatt Institute; Jonathan Martinis, Senior Director for Law and Policy, Burton Blatt Institute; and Gary Shaheen, Project Director, Burton Blatt Institute, each provided presentations reflecting the Burton Blatt Institute at Syracuse University's specific roles of programmatic engagement with the PADs Project, and each fielded questions from County representatives following their presentations.

On August 31, 2022, representatives from Syracuse University participated in a more detailed fiscal meeting hosted on Zoom with fiscal and contractual representatives attending from participating California Counties. The purpose of this meeting was to provide more in-depth fiscal information regarding the contractual financial management of the PADs contracts. Specific items discussed were the format and structure of Syracuse University invoices and accompanying supporting documentation. Also discussed and agreed upon were the timing of invoice submissions, which were established for quarterly billing due dates of 30 days after the completion of a fiscal quarter (e.g. – January 30, April 30, July 30, and October 30). Questions from the counties were fielded by Syracuse University fiscal representatives.

Seven (7) California Counties are actively engaged in funding the PADs Project, and with their authorization Syracuse University engaged the six (6) subcontractors providing the necessary services for the PADs Project, namely, Chorus, Concepts Forward, Hallmark Compass, Idea Engineering, Painted Brain, and RAND. Given that all subcontractor activities on the PADs Project benefit all participating

Appendix AA: Syracuse University-Fiscal Intermediary & Financial Update (Page 3 of 4)

counties, payment of subcontractor invoices will be made based on a proportional allocation distribution. The distribution calculations represented in **Table 2** below are based on the allocations to each subcontractor contained in each County's approved budget. Following this structured approach, ensures that each County is invoiced precisely for the percentage of each subcontractor's efforts allocated on an invoice-by-invoice basis, such that by the conclusion of the project each county will have been billed in accordance with their originally approved budgets.

Table 2

Invoice Allocation Model

	CONCEPTS FORWARD	HALLMARK	CHORUS	IDEA	RAND	PAINTED BRAIN
Fresno	22.82%	14.78%	5.45%	17.54%	13.92%	0.00%
Mariposa	0.30%	0.26%	0.12%	0.29%	0.23%	32.69%
Monterey	7.77%	6.60%	3.17%	7.52%	5.96%	0.00%
Orange	56.89%	48.34%	87.51%	55.04%	43.67%	0.00%
Shasta	3.14%	2.75%	1.32%	3.13%	2.49%	0.00%
Contra Costa	7.13%	21.66%	1.93%	13.10%	26.80%	53.48%
Tri-City	1.95%	5.61%	0.50%	3.39%	6.93%	13.83%
	100.00%	**100.00%**	**100.00%**	**100.00%**	**100.00%**	**100.00%**

Financial Updates

In **Table 3** below, we provide a fiscal status update of the PADs Project through December 31, 2022, on a County-by-County basis. Cumulatively across all counties, the project expenditures are tracking at 41% of the current **PADs Project** budget period which is from inception through June 30, 2023. **Table 4** reflects subrecipient spending to date. The "Obligated Amount" reflects each subcontractor's total budget for the period through June 30, 2023.

Please note, the time frames in which certain counties and subcontractors became engaged impacted the rates of expenditures shown below in **Table 3** and in **Table 4**. Contra Costa County's and Tri-City Mental Health Authority's involvement began months later that the other Counties. A large portion of Mariposa County's budget is allocated to a Peer Organization for which a subcontract with Painted Brain has just recently been fully executed. However, it is expected the rate of expenditures for these counties will become more aligned with the overall allocation by the period ending June 30, 2023. Also, Fresno County's budget is compressed and scheduled to fully expend by June 30, 2024 compared to the others which are expected to end by June 30, 2025.

Appendix AA: Syracuse University-Fiscal Intermediary & Financial Update (Page 4 of 4)

Table 3

Total Project Spending

County	Yrs 1-2 Budget ending 6/30/23	Actual Expenditures	% Expended
Contra Costa	**$431,854**	**$84,185.06**	**19.49%**
Fresno	**$575,392**	**$192,442.10**	**33.45%**
Mariposa	**$70,215**	**$4,322.44**	**6.16%**
Monterey	**$263,625**	**$100,276.87**	**38.04%**
Orange	**$4,876,777**	**$2,167,989.91**	**44.46%**
Shasta	**$109,788**	**$43,177.79**	**39.33%**
Tri-City	**$111,701**	**$22,096.12**	**19.78%**
PADS Project Sponsors	**$6,439,352**	**$2,614,702.06**	**40.61%**

Table 4

Subrecipient Spending

	CONCEPTS FORWARD	HALLMARK	CHORUS	IDEA	RAND	PAINTED BRAIN
	Invoiced through 11/30/22	Invoiced through 11/30/22	Invoiced through 11/30/22	Invoiced through 9/30/22	Invoiced through 9/30/22	Recently executed - no invoices
Obligated Amount	$354,105.00	$292,800.00	$4,200,000.00	$334,495.00	$336,068.00	$143,980.71
Actual Expenditures	$195,620.15	$73,440.00	$2,240,000.00	$24,647.00	$20,928.00	$0.00
% Expended	**55.24%**	**25.08%**	**53.33%**	**7.37%**	**6.23%**	**0.00%**

Appendix BB: Public Hearing Agenda

BEHAVIORAL HEALTH BOARD
of Mariposa County
Post Office Box 784
Mariposa, California 95338
(209) 966-3222

MARIPOSA COUNTY BEHAVIORAL HEALTH BOARD
NOTICE AND CALL OF SPECIAL MEETING
(GOVERNMENT CODE §54956)

PLEASE TAKE NOTICE that the Chairman of the Mariposa County Behavioral Health Board, acting pursuant to the authority of Government Code §54956, hereby calls a Special Meeting of the Mariposa County Behavioral Health Board to take place on **Tuesday, May 30, 2023, at 10:00 a.m.,** in the Health & Human Services Agency - Mariposa Conference Room, located at 5362 Lemee Lane, Mariposa, California.

You may join the meeting in-person at the location above, or via teleconference by dialing:
1 (669) 900-6833
Meeting ID 985-9834-5239, participant ID #, passcode 123456

The special meeting is for the purpose of discussing and transacting the following business:

A. **Call to Order and Roll Call**
B. **Action Items**
   a. PUBLIC HEARING to receive public input, consider, and approve submission of the Draft Mariposa County Mental Health Services Act (MHSA) Three-Year Expenditure Plan (2023-2026), and Prevention and Early Intervention Report (2021-2022), and Annual Innovation Report (2021-2022) to the Department of Health Care Services (DHCS).
C. **Adjournment**

Pursuant to the Government Code §54954.3, members of the public will have the opportunity to directly address the Board concerning the above-mentioned business, to the extent required by law.

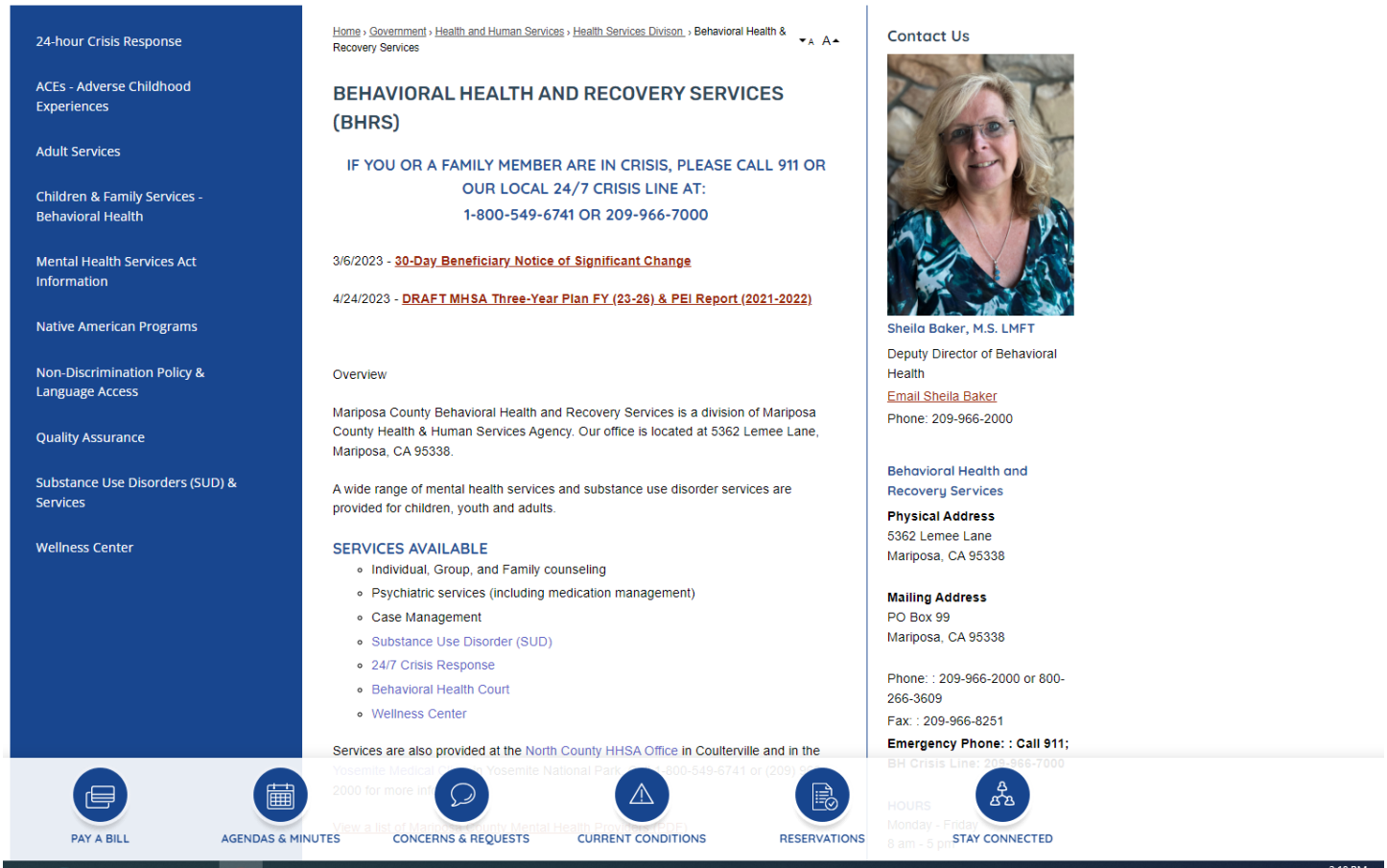
This notice is to be delivered to each member of the Behavioral Health Board members, and to each local newspaper of general circulation and radio or television station requesting notice in writing. The notice shall be delivered personally or by other means and shall be received at least 24 hours before the time of the meeting as specified in this notice.

Cpt. Sean Land, Chair
Mariposa County Behavioral Health Board

Date and Posted:

Donya Evans
Recording Secretary, Mariposa County Behavioral Health Board

Appendix CC: Website and Facebook Screenshot of Draft Posting



Mental Health Services Act (MHSA) Three-Year Plan

Health & Human Services Agency
Mariposa County
Healthy. Safe. Thriving.

5/03/2023

Mental Health Services Act

The Mental Health Services Act was a voter-approved initiative in 2004 to fund efforts to close gaps in the behavioral health system and to transform the behavioral health system in California to be one focused on wellness, recovery, and resilience. The MHSA uses revenues from a 1% sales tax on millionaires to fund local programs driven by local needs for families, children, transitional-age youth, adults, and older adults. MHSA's goal is to reduce the long-term impact on individuals and families resulting from untreated serious mental illness.

Proposed Programs

Community Services and Supports (CSS)

- Adult's Full-Service Partnerships
- Children's Full-Service Partnerships
- Wellness Center
- Peer Support – Wellness Center

Innovation:

- Psychiatric Advance Directives (PADs)

Prevention and Early Intervention (PEI)

- Family Resource Center
- Yosemite National Park Service Prevention Program
- Aramark and Community prevention services
- Friendly Visitor
- Mariposa Minds Matters
- Mental Health First Aid
- Central Valley Suicide Prevention Hotline

Workforce, Education, and Training (WET):

- Regional loan repayment program

Community Services and Supports Programs

Adult Full-Service Partnership

Proposed Activities:

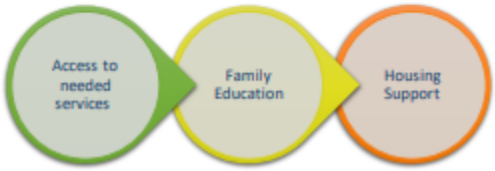
- Full-Service Partnership (FSP) Mental Health Treatment
- Supportive Services (employment, housing, food, clothing etc.)
- Team coordination meeting.

Individuals Served:

- Adults (26-59) and Older adults (60+)
- Serves up to 45 individuals annually.

Expected Outcomes:

- Promote and improve mental health and recovery.
- Symptom reduction.
- Conduct initial assessment.
- Collect data for changes in functional status (hospitalized, arrested, etc.)



Children's Full-Service Partnership

Proposed Activities:

- Full-Service Partnership (FSP) Mental Health Treatment
- Supportive Services (employment, housing, food, clothing etc.)
- Team coordination meeting.

Individuals Served:

- Children (0-15) and Transitional Aged-Youth (16-26)
- Serves up to 30 individuals annually.

Expected Outcomes:

- Promote and improve mental health and recovery.
- Symptom reduction.
- Conduct initial assessment.
- Collect data when functional status changes occurs (hospitalized, arrested, etc.)

Wellness Center

Proposed Activities:

- Provides an environment to receive support and form meaningful relationships.
- Activities will be chosen and developed by peers.
- Daily living activities (cooking, job training, stress management, etc.)
- Wellness Center will expand to North County and Yosemite National Park.

Individuals Served:

- Anyone over the age of 18.
- Can serve up to 12 individuals daily at all locations.

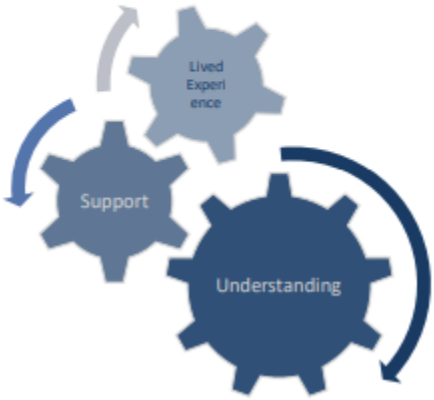
Expected Outcomes:

- Personal Growth
- Resources, Connections, and Referrals to Mental Health Services
- Improved Daily Living Skills
- Building Meaningful Relationships
- Survey's will be used upon entry of the program and quarterly thereafter to measure improvement of mental health & overall wellness.

Peer Support @ Wellness Center

Proposed Activities:

- To fund a Mental Health Aide with lived mental health experience to coordinate and facilitate peer support at the wellness center.



Expected Outcomes:

- Creates a career ladder for individuals in the recovery stage of their mental health.
- Creates opportunities for further advancement in county employment.
- Creates a more successful Wellness Center with a Peer-to-Peer interaction.

Prevention and Early Intervention Programs

Family Resource Center

Proposed Activities:

- Early Intervention Program
- Case Management, Group Support, Educational Programming, and Family Enrichment

Individuals Served:

- All county residents with a primary focus on children, transitional-age youth families and/or caregivers.
- Estimates serving 120 individuals annually.

Expected Outcomes:

- Program aims to increase timely access and linkage to mental health treatment and services.
- Strengthen the Family System.
- Provide educational opportunities to families.
- Provide social opportunities to build peer support.
- Increase wellness and resiliency for individuals.

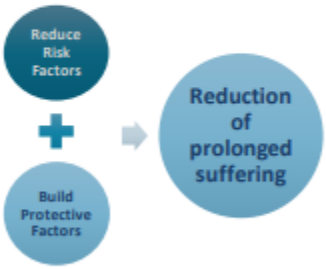
Yosemite National Park Services Prevention Program

Proposed Activities:

- Prevention Program
- Emotional Wellness Series and First Responder Training & Mental Health Office Hours.

Individuals Served:

- YNP employees and First Responders in YNP
- Estimates serving 80 individuals annually.



Expected Outcomes:

- Program expects to decrease staff suicide rates, unemployment, and homelessness
- Provide behavioral health interventions and education to reduce risk factors and building protective factors.
- Aimed at reducing the need for longer term counseling services, hospitalization, or significant impairments to activities of daily living.
- Pre/Post surveys will measure an increase in protective factors and a reduction of risk factors.

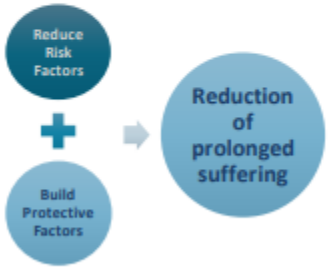
Aramark and Community Prevention Services

Proposed Activities:

- Prevention Program
- Yoga and Mindfulness Community Building Program

Individuals Served:

- Aramark/Yosemite Hospitality population in the boundary of YNP
- Estimates serving 150 individuals annually.



Expected Outcomes:

- Program expects to reduce isolation in remote and rural areas, increase physical activity, and grow community connections.
- Aimed at reducing stress, raising awareness, treating symptoms of trauma and increasing healthy immune systems.
- Pre/Post check-ins will measure an increase in protective factors and reduction of risk factors.
- Outreach and linkage of local resources for mental health services.

Friendly Visitor

Proposed Activities:

- A Prevention Program
- Volunteers will engage isolated seniors by providing 30-60 minute in-person visit.
- Monthly luncheons to increase socialization and improved resilience.

Individuals Served:

- Expected to serve up to 15 elderly individuals annually.

Expected Outcomes:

- The expected outcomes is a reduction in depressive symptoms, reduction of prolonged isolation and overall sense of being valued.
- Identify unmet needs and assist with referrals and connection to other community services.
- Monitor participant satisfaction.

Mariposa Minds Matters

Proposed Activities:

- Stigma and Discrimination Reduction program identifiers and brochures.
- Develop and participate in stigma and discrimination reducing activities.
- Hold booths at local farmers market, and other County festivals throughout the year.
- Community video events that feature mental health information.

Individuals Served:

- Expected to serve up to 150 individuals annually.

Expected Outcomes:

- The expected outcomes is a reduction in negative feelings, attitudes, beliefs, perceptions, stereotypes, and discrimination related to being diagnosed with mental illness or receiving mental health services.
- Pre/post surveys will be utilized to measure any changes in attitudes, knowledge, and/or behaviors regarding mental health.

Mental Health First Aid

Proposed Activities:

- Outreach for increasing recognition.
- Program engages and trains potential first responders to recognize and respond effectively to early signs of mental illness.

Individuals Served:

- Members of the community and nearby surrounding communities.
- Expected to serve up to 120 individuals annually.
- Potential responders include: law enforcement, healthcare workers, teachers, community members, and local business owners.

Expected Outcomes:

- The expected outcomes is to increase knowledge on signs, symptoms, risk factors, protective factors, and confidence to assist someone who may be experiencing a mental health crisis.

MENTAL HEALTH FIRST AID®

Central Valley Suicide Prevention Hotline

Proposed Activities:

- Suicide Prevention Program
- Provides a suicide prevention hotline 24 hours per day, seven days a week, and 365 days per year.

Suicide Prevention GIVING 1-888-506-5991 HOPE Hotline

Individuals Served:

- Expected to serve up to 50 individuals annually.

Expected Outcomes:

- The expected outcomes is to reduce suicide by the accessibility of a local hotline providing timely access to services.
- Designed to change attitudes, knowledge, and behavior to prevent mental illness related suicide.

Access and Linkage

Each PEI program is required to facilitate and ensure access and linkage to services. As such, MCBHRS proposes opting out of the access and linkage component. The reporting requirements for this component requires more training and staff time than a very small county has the capacity to implement.

Appendix DD: Behavioral Health Board Presentation (Page 10 of 14)

Psychiatric Advanced Directive

Proposed Activities:

- A multi-county collaborative project focusing on developing a Psychiatric Advance Directive technology platform.

Individuals Served:

- Expected to serve the population that has the highest risk of involuntary care, homelessness, unnecessary hospitalizations, and involvement with criminal justice.

Expected Outcomes:

- To improve positive outcomes for consumers at risk of involuntary care, homelessness, unnecessary hospitalizations, and improvement with criminal justice.
- To improve the quality of mental health services.
- To change how mental health treatment is implemented by allowing the consumer a voice & choice.

Workforce, Education, and Training

Appendix DD: Behavioral Health Board Presentation (Page 11 of 14)

Regional Loan Repayment Program

Proposed Activities:

- To provide educational loan repayment assistance for eligible professions in exchange for a 12-month service commitment.

Expected Outcomes:

- State loan repayment program to help retain and recruit qualified staff or work to promote careers in the behavioral health field with students early in their academic career.

Individuals Served:

- Current, new or onboarding Licensed/Associate Clinicians, Licensed Psychiatrists, or Psychiatric Nurse Practitioners of MCBHRS.

Prevention and Early Intervention (PEI) Report

FY 2021/2022

Appendix DD: Behavioral Health Board Presentation (Page 12 of 14)

PEI Outcomes Report

Yosemite National Park Counselor

Served 147 unduplicated individuals

- 70% of participants indicated a decrease in risk factors.
- 74% indicated an increase in protective factors.

School Services

291 individuals served

- 80% of participants indicated a reduction in depression symptoms.
- 78% indicated a decrease in anxiety.

Mental Health First Aid

40 individuals served

- 100% of participants felt confident to recognize and assist someone in a mental health emergency after attending class.

Mariposa Minds Matter (Stigma Reduction)

110 individuals served

- 58% of participants indicated an increase of understanding of severe mental illness.
- 67% indicated an increased understanding of mental health stigma.

PEI Outcomes Report

School Suicide Prevention Program

43 individuals served.

- Sierra Foothill Charter School
- Lake Don Pedro Elementary
- YNP Elementary
- El Portal

Central Valley Suicide Prevention Line

Responded to 88 calls.

- 37% of calls were concerns of mental health
- 27% Suicide Content

Appendix DD: Behavioral Health Board Presentation (Page 13 of 14)

Innovation Annual Report

FY 2021/2022

Innovation Outcomes Report

Psychiatric Advanced Directive (PADs) Project

A multi-year multi-county collaborative project focusing on developing a Psychiatric Advance Directive and technology platform.

Psychiatric Advance Directive Outcomes

- Completed year 1 goals
- Developed and finalized regional contract language and template.

PADs Project Challenges

- External staff understanding County-specific protocols, contract language, and procedures.
- Timely Approvals of draft agreements.
- External staff knowing MHSA regulations.

PADs Project Lessons Learned

- Significant time between MHSOAC approval and implementation of MHSA Innovations project.
- Counties rely on project manager to direct and coordinate this MHSA project.
- Trainings were needed for understanding of nuances of MHSA, multi-county collaboration, and statewide initiatives.

Appendix DD: Behavioral Health Board Presentation (Page 14 of 14)

Appendix EE: MHSA Annual Update Stakeholder Survey FY 24-25 (Page 1 of 12)

Mariposa County
Health & Human
Services Agency

2024 - 2025 Annual Update Mental Health Services Act (MHSA) Stakeholder Survey

Your voice matters! Mariposa County Behavioral Health and Recovery Services (MCBHRS) would like to hear from you. We invite community members of Mariposa County of all ages, races, ethnicities, sexual orientation, gender identity, and religious or spiritual beliefs to take this survey so we can hear the mental health needs of the diverse populations within the community.

Please help us by providing your feedback on the current programs and services for mental health services.
This survey takes about 5-10 mins to complete.

This survey is voluntary, and responses will be anonymous. Responses from this survey will inform the annual update to our Mental Health Services Act (MHSA) Plan.

What is the Mental Health Services Act (MHSA)?

Proposition 63 passed in November 2004, this act imposes a 1% tax on personal income in excess of $1 million. MHSA's goal is to reduce the long-term impact on individual's and families resulting from untreated mental illness. MHSA provides funding to support county mental health programs for families, children, and transitional-aged youth, adults, and older adults. This survey is for you to provide us with feedback regarding the mental health services available in Mariposa County.

Appendix EE: MHSA Annual Update Stakeholder Survey FY 24-25 (Page 2 of 12)

1. Which of the following groups do you feel are most underserved in the community when it comes to mental health services? Select all that apply. *

- [ ] Children 0 - 15 years old
- [ ] Youth 16 - 25 years old
- [ ] Adults 26 - 59 years old
- [ ] Older Adults 60+
- [ ] Parents/Family Members
- [ ] Foster Youth
- [ ] Homeless
- [ ] Veterans
- [ ] 2SLGBTQIA+
- [ ] Criminal Justice Involved
- [ ] Persons with Mental Health Needs (Consumers)

2. Which communities have the greatest need for mental health services? *

- [ ] Mariposa
- [ ] Cathey's Valley
- [ ] Coulterville
- [ ] Greeley Hill
- [ ] Don Pedro
- [ ] Yosemite
- [ ] Homeless
- [ ] El Portal
- [ ] Wawona
- [ ] Fish Camp

Appendix EE: MHSA Annual Update Stakeholder Survey FY 24-25 (Page 3 of 12)

3. What following barriers create challenges in accessing mental health services?

	Very Challenging	Somewhat Challenging	No Challenge
Appointment Availability	◯	◯	◯
Legal Concerns	◯	◯	◯
Level of Services did not match needs	◯	◯	◯
No Insurance	◯	◯	◯
Frequent Provider Changes	◯	◯	◯
Resources (e.g. financial)	◯	◯	◯
Safety Concerns	◯	◯	◯
Services Not Culturally Appropriate	◯	◯	◯
Stigma around Mental Health Illness in the Community	◯	◯	◯
Slow Response Time	◯	◯	◯
Transportation	◯	◯	◯
Childcare Issues	◯	◯	◯
Medical Conditions	◯	◯	◯
Technical Barriers	◯	◯	◯

Appendix EE: MHSA Annual Update Stakeholder Survey FY 24-25 (Page 4 of 12)

4. What are the primary negative impacts on mental health in Mariposa County? *

- [ ] Prolonged suffering
- [ ] School Failure or Dropout
- [ ] Removal of Children from their Homes
- [ ] Incarceration
- [ ] Unemployment
- [ ] Suicide
- [ ] Homelessness

Current Mental Health Services Act Programs.

Rank the following with one star being the least effective and five stars being the most effective

5. Peer Support Services - An individual that runs the Wellness Center who has lived experience with mental health illness.

☆ ☆ ☆ ☆ ☆

6. Wellness Center - Peer ran activities that help build meaningful relationships, and focused on mental health wellness.

☆ ☆ ☆ ☆ ☆

7. Adult System of Care - Intensive mental health services and supports for the adults and older adults in the community with serious mental illness.

☆ ☆ ☆ ☆ ☆

8. Children's Family Services Unit - Intensive mental health services and supports for the children and families in the community with serious emotional disturbances.

☆ ☆ ☆ ☆ ☆

Appendix EE: MHSA Annual Update Stakeholder Survey FY 24-25 (Page 5 of 12)

9. Mariposa Minds Matter Task Force - A committee that targets stigma reduction and discrimination related to mental health and wellness activities.

☆ ☆ ☆ ☆ ☆

10. Mental Health First Aid - Training provided to community to increase recognition of early signs of mental illness.

☆ ☆ ☆ ☆ ☆

11. Suicide Prevention Hotline - A suicide prevention hotline that operates 24hrs per day, seven days a week, and 365 days per year. 1-800-506-5991.

☆ ☆ ☆ ☆ ☆

12. Yosemite National Park Prevention Program - A counselor that provides mental health prevention services to address and promote recovery. Services provided: group therapy, therapeutic interventions, crisis response, emotional support/wellness groups, educational series, and psychoeducation to those working or living in Yosemite National Park.

☆ ☆ ☆ ☆ ☆

13. The Family Resource Center- offers an early intervention program that promotes recovery and related outcomes for mental illness in its early stages. This program is designed to assist children, families, and caregivers with parent-to-parent support, coaching, mentoring, referrals to services, and emotional peer support. Services provided include case management, parenting support, family activities, and support groups.

☆ ☆ ☆ ☆ ☆

14. Friendly Visitor Program- A prevention program that aims to prevent mental health challenges of isolated elderly adults.

☆ ☆ ☆ ☆ ☆

Appendix EE: MHSA Annual Update Stakeholder Survey FY 24-25 (Page 6 of 12)

15. Select the reason that best describes the area in which current mental health programs need improvement.

- [ ] Communication about available mental health services
- [ ] Access to mental health information and services
- [ ] Technical access to mental health information and services
- [ ] Location of services or activities provided
- [ ] More culturally aware treatment
- [ ] More appropriate levels of care

16. Please provide additional comments on needs or gaps in mental health services in our community.

Enter your answer

17. What is your zip code?

Enter your answer

Appendix EE: MHSA Annual Update Stakeholder Survey FY 24-25 (Page 7 of 12)

18. Which of the following best describes you? *

- ◯ Consumer or consumer family member
- ◯ Educator or teacher
- ◯ Advocate
- ◯ Human services provider
- ◯ Health provider
- ◯ Law enforcement
- ◯ Student
- ◯ Veteran
- ◯ Homeless
- ◯ Community based organization
- ◯ Faith based organization
- ◯ Other
- ◯ Decline to answer

Appendix EE: MHSA Annual Update Stakeholder Survey FY 24-25 (Page 8 of 12)

19. What is your age? *

- ◯ 0 - 15 years old
- ◯ 16 - 25 years old
- ◯ 26 - 59 years old
- ◯ 60+ years old
- ◯ Decline

20. What is your primary language? *

- ◯ English
- ◯ Spanish
- ◯ Other
- ◯ Decline

Appendix EE: MHSA Annual Update Stakeholder Survey FY 24-25 (Page 9 of 12)

21. What was your gender assigned at birth? *

- ◯ Male
- ◯ Female
- ◯ Decline

22. What is your current gender identity? *

- ◯ Male
- ◯ Female
- ◯ Transgender
- ◯ Queer
- ◯ Questioning or Unsure
- ◯ Other Gender Identity
- ◯ Decline

Appendix EE: MHSA Annual Update Stakeholder Survey FY 24-25 (Page 10 of 12)

23. What is your sexual orientation? *

- ◯ Gay or Lesbian
- ◯ Heterosexual or Straight
- ◯ Bisexual
- ◯ Questioning or Unsure
- ◯ Queer
- ◯ Other
- ◯ Decline

24. Are you a veteran? *

- ◯ Yes
- ◯ No
- ◯ Decline

Appendix EE: MHSA Annual Update Stakeholder Survey FY 24-25 (Page 11 of 12)

25. Do you have any of the following disabilities? *

- ◯ Difficulty seeing
- ◯ Difficulty hearing
- ◯ Mental illness
- ◯ Physical / mobility issues
- ◯ Chronic health conditions
- ◯ Other
- ◯ None
- ◯ Decline

26. What is your race? *

- ◯ American Indian or Alaska Native
- ◯ Asian
- ◯ Black or African American
- ◯ Native Hawaiian or Other Pacific Isalnder
- ◯ White
- ◯ Multiple Races
- ◯ Decline

Appendix EE: MHSA Annual Update Stakeholder Survey FY 24-25 (Page 12 of 12)

27. What is your ethnicity? *

- ○ Caribbean
- ○ Central American
- ○ Mexican/Mexican America - American/Chicano
- ○ Puerto Rican
- ○ South American
- ○ Other Hispanic or Latino
- ○ African
- ○ Asian Indian / South Asian
- ○ Cambodian
- ○ Chinese
- ○ Eastern European
- ○ European
- ○ Filipino
- ○ Japanese
- ○ Korean
- ○ Middle Eastern
- ○ Vietnamese
- ○ Other Non-Hispanic or Latino
- ○ Multiple ethnicities
- ○ Decline

Appendix FF: MHSA Annual Update Stakeholder PPT FY 24-25 (Page 1 of 5)

Mental Health Services Act
Annual Update Stakeholder Process FY (2024-2025)

Health & Human Services Agency
Mariposa County
Healthy. Safe. Thriving.

Stakeholder Meeting:
02/05/2024

Stakeholder Agenda

- Welcome and Meeting Objectives
- Overview of the Mental Health Services Act
- Community Planning Process
- Review Current MHSA Programs
- Community Input and Discussion
- Next Steps

Meeting Objectives

01 Mental Health Services Act (MHSA)Overview

02 Overview of Fiscal Year 23-24 current MHSA Programs

03 Provide an opportunity for community input on the Annual Update FY 24-25 MHSA Programs

Mental Health Services Act

The Mental Health Services Act (MHSA) is proposition 63 that was passed in 2004, this act imposes a 1% tax on personal income in excess of one million dollars.

MHSA's goal is to reduce the long-term impact on individuals and families resulting from untreated serious mental illness, specifically to fund efforts to close gaps in the behavioral health system and to transform the behavioral health system in California to be one focused on wellness, recovery, and resilience.

MHSA provides funding to support county mental health programs for families, children, and transitional age youth, adults and older adults.

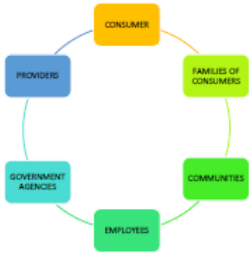
What are the MHSA Requirements?

The MHSA process must include the following:

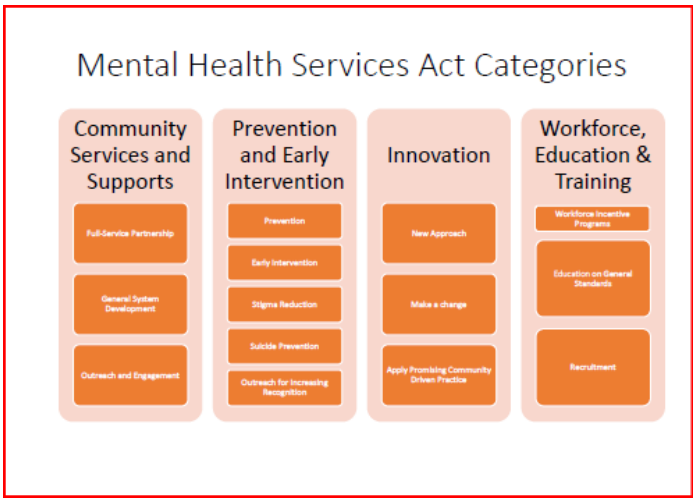
- Community Collaboration – Stakeholder involvement in all stages
- Cultural competence
- Client driven
- Family driven
- Wellness, recovery and resilience focused
- Integrated service experiences for clients and their families

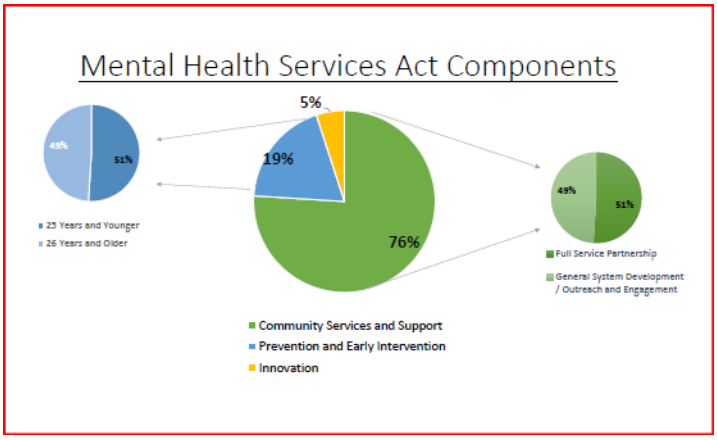
What is the stakeholder process?

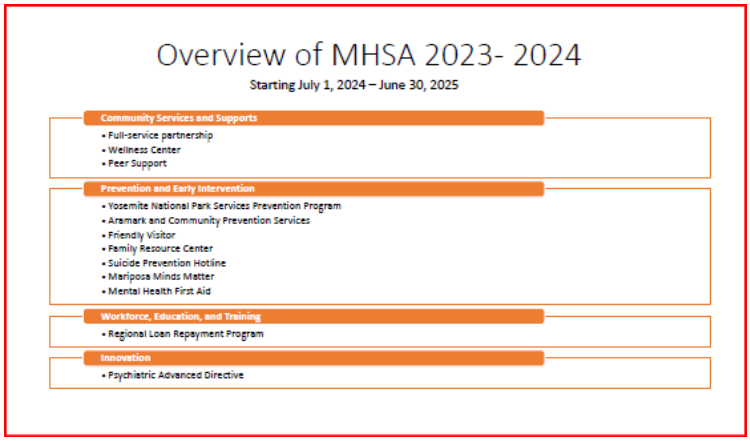
- What is a stakeholder?
  - An individual or entity with an interest in mental health services.
- MHSA programs must include stakeholder involvement at every stage of the process.
  - Developing
  - Planning
  - Implementing
  - Evaluating
- The stakeholder process must include education, input and feedback.



Appendix FF: MHSA Annual Update Stakeholder PPT FY 24-25 (Page 2 of 5)







Appendix FF: MHSA Annual Update Stakeholder PPT FY 24-25 (Page 3 of 5)

Adult & Children Full-Service Partnership

Activities	Individuals Served	Expected Outcomes
• Provides a full spectrum of community services to achieve goals. • Supportive Services • Assigned Personal Service Coordinator • Outreach to Homeless.	• Serves a minimum of 35 adults (26-59) and older adults (60+) annually. • Serves a minimum of 30 children (0-15) and transitional aged youth (16-25) annually.	• Promote and Improve mental health and recovery. • Individualized treatment plan.

Whatever It Takes

Full-Service Partnership Continued...

Full-Service Partnership is doing "whatever it takes" to help individuals on their path to recovery and wellness.

The FSP program is a collaborative relationship between the County and the client and when appropriate the client's family. The County plans and provides the full spectrum of community services so that the client can achieve their identified goals.

- Eligible for supportive housing, linkage to food, clothing, employment and education (as appropriate).
- Incentive program to encourage and engage FSP clients to attend groups.
- Increased Adult Team Meeting's & Children Family Team Meeting's with a system of care approach.
- Assigned a Personal Service Coordinator for 24hr support through duration of the program.
- Parent Support/Education and Family finding to create a wider array of informal support networks.

Wellness Center

Activities	Individuals Served	Expected Outcomes
• Provides environment to receive support and form meaningful relationships. • Activities chosen and developed by peers. • Daily living activities (cooking, job training, stress management etc.)	• Anyone over the age of 18. • Can serve up to 12 individuals daily at all locations. • Wellness Center locations Mariposa, North County, and Yosemite National Park.	• Personal Growth • Resources, connections, referrals and linkage. • Improved daily living skills. • Building meaningful relationships.

Peer Support @ Wellness Center

Activities	Expected Outcomes
• To fund a Mental Health Aide with lived mental health experience to coordinate and facilitate peer support at the wellness center.	• Creates a career ladder for individuals in the recovery stage of their mental health. • Creates opportunities for further advancement in county employment. • Creates a more successful Wellness Center with a Peer-to-Peer interaction.

Family Resource Center

Activities	Individuals Served	Expected Outcomes
• Early Intervention Program • Open Tuesday-Saturday from 11-7 • Case Management to Provide support, coaching, mentoring and referrals to mental health services. • Group Support including LGBTQ+, Friends and Family Support Group, Grief Group, Social Support Group • Educational Programming including Childbirth education classes, family enrichment activities.	• All county residents with a primary focus on children, transitional-age youth, families and/or caregivers. • Estimates serving 120 individuals annually.	• Program aims to increase timely access and linkage to mental health treatment and services. • Strengthen the Family System. • Provide educational opportunities to families. • Provide social opportunities to build peer support. • Increase wellness and resiliency for individuals.

Yosemite National Park Prevention Program

Activities	Individuals Served	Expected Outcomes
• Prevention Program ▪ Emotional Wellness Series and First Responder Training & Mental Health Office Hours. ▪ Utilization of the Stress Continuum, and evidence-based intervention ▪ Increase awareness around suicide and suicide prevention ▪ Open office hours for mental health related outreach and education.	• Yosemite National Park Employees and First Responders • Estimates serving 80 individuals annually.	• Provide behavioral health interventions and education to reduce risk factors and build protective factors. • Pre/Post surveys will measure an increase in protective factors and a reduction of risk factors.

Appendix FF: MHSA Annual Update Stakeholder PPT FY 24-25 (Page 4 of 5)

Friendly Visitor

Activities	Individuals Served	Expected Outcomes
• A Prevention Program • Volunteers will engage isolated seniors by providing 30-60 minute weekly in-person visits. • Collaboration with advocacy, activities and outings, cultural and spiritual considerations, and referral services. • Monthly mixers to increase socialization and improved resilience.	• Program will serve up to 12 elderly individuals.	• Reduction in depressive symptoms, reduction of prolonged isolation and overall sense of being valued. • Identify unmet needs and assist with referrals and connection to other community services. • Monitor participant satisfaction.

Aramark and Community Prevention Services

Activities	Individuals Served	Expected Outcomes
• Prevention Program • Yoga and Mindfulness • Art and Silk Painting • Personal Writing • Community building.	• Aramark/Yosemite Hospitality population in YNP • Unserved residents of YNP • Estimates serving 150 individuals annually	• Provide behavioral health interventions and education to reduce risk factors and build protective factors. • Pre/Post check-ins will measure an increase in protective factors and reduction of risk factors. • Outreach and linkage of local resources for mental health services.

Mariposa Minds Matter

Activities	Individuals Served	Expected Outcomes
• Stigma and Discrimination Reduction program. • Develop and participate in stigma and discrimination reducing activities. • Hold booths at local farmers market, and other County festivals throughout the year. • Community video events that feature mental health information.	• Expected to serve up to 150 individuals annually.	• Reduction in negative feelings, attitudes, beliefs, perceptions, stereotypes, and discrimination related to being diagnosed with mental illness or receiving mental health services. • Pre/post surveys will be utilized to measure any changes in attitudes, knowledge, and/or behaviors regarding mental health.

Mental Health First Aid

Activities	Individuals Served	Expected Outcomes
• Outreach for increasing recognition of early signs of mental illness. • Program engages and trains potential first responders to recognize and respond effectively to early signs of mental illness.	• Members of the community • Expected to serve up to 120 individuals annually. • Potential responders include: law enforcement, healthcare workers, teachers, community members, and local business owners.	• The expected outcomes is to increase knowledge on signs, symptoms, risk factors, protective factors, and confidence to assist someone who may be experiencing a mental health crisis.

MENTAL HEALTH FIRST AID® USA

Central Valley Suicide Prevention Hotline

Activities	Individuals Served	Expected Outcomes
• Suicide Prevention Program • Provides a suicide prevention hotline 24 hours per day, seven days a week, and 365 days per year.	• Expected to serve up to 50 individuals annually.	• Reduce suicide by the accessibility of a local hotline providing timely access to services. • Designed to change attitudes, knowledge, and behavior to prevent mental illness related suicide.

1-888-506-5991

Access and Linkage

Each PEI program is required to facilitate and ensure access and linkage to services. As such, MCBHRS proposes opting out of the access and linkage component. The reporting requirements for this component requires more training and staff time than a very small county has the capacity to implement.

Appendix FF: MHSA Annual Update Stakeholder PPT FY 24-25 (Page 5 of 5)

Psychiatric Advanced Directive

Activities	Individuals Served	Expected Outcomes
• A multi-county collaborative project focusing on developing a Psychiatric Advance Directive technology platform. • Participating counties: Mariposa, Orange County, Monterey, Shasta, Fresno, Tri-City, and Contra Costa • Utilize peers and community stakeholders with lived experience and understanding to develop a standardized PAD template that will be turned into an online and interactive app (technology platform). • Legislative and policy advocacy to create a legal structure to recognize PADs. • Provide standardized PADs training for understanding to communities and stakeholders.	• Expected to serve the population that has the highest risk of involuntary care, homelessness, unnecessary hospitalizations, and involvement with criminal justice.	• To improve positive outcomes for consumers at risk of involuntary care, homelessness, unnecessary hospitalizations, and improvement with criminal justice. • Allowing individuals to take responsibility for their recovery • Supporting person-centered thinking • Supportive decision-making • Enhancing a family's trust in the "system," that their family member will receive the treatment to which they are entitled, and in a supportive fashion • Providing appropriate and supportive care • De-escalating potential crisis situations

www.padsca.org

Regional Loan Repayment Program

Activities	Individuals Served	Expected Outcomes
• To provide educational loan repayment assistance for eligible professions in exchange for a 12-month service commitment.	• Current, new or onboarding Licensed/Associate Clinicians, Licensed Psychiatrists, or Psychiatric Nurse Practitioners of MCBHRS.	• State loan repayment program to help retain and recruit qualified staff or work to promote careers in the behavioral health field with students early in their academic career.

Group Discussion

- How well do the mental health services currently available meet the needs of the community?
- What can we do to improve mental health services?

Input and Feedback

- As we plan for next year- we need your feedback on the current programs and identify where we can improve the communities overall mental wellness.
- **We invite you to take our online survey to share your experience with the mental health program and services.**
  https://forms.office.com/g/9tyxC4FV2y

2023 - 2024 Annual Update Mental Health Services Act (MHSA) Stakeholder Survey

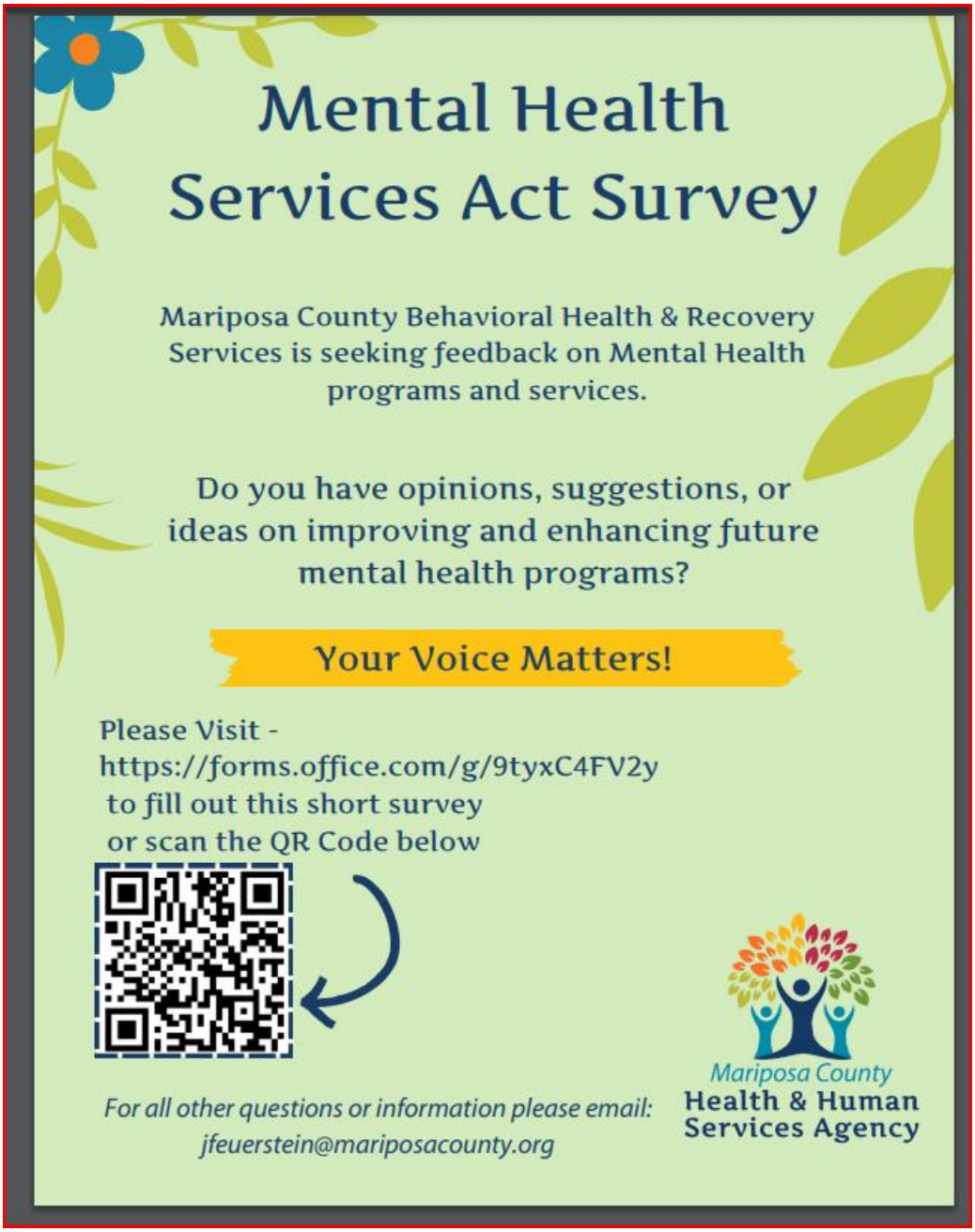
Next Steps

Mariposa County Behavioral Health will take this feedback and input to inform the MHSA annual update.

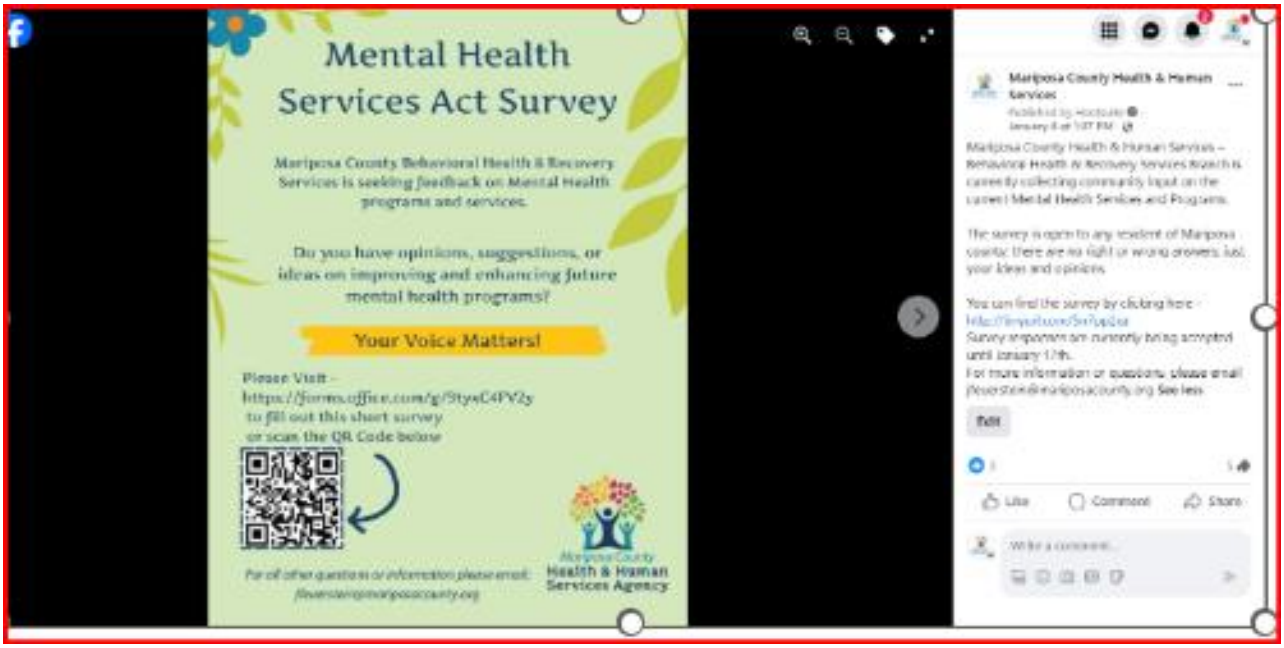
A draft copy of the update will be posted on our website for a 30-day public review.

A public hearing will be scheduled to provide any additional feedback and comments.

Appendix GG: MHSA Annual Update Stakeholder Survey Flyer FY 24-25 (Page 1)



Appendix HH: MHSA Annual Update Stakeholder Survey Flyer FY 24-25 Facebook Post (Page 1)



Appendix II: MHSA Annual Update Stakeholder Survey Flyer FY 24-25 Poppy/Health and Human Services Agency Post (Page 1)

Mariposa County Health & Human Services – Behavioral Health & Recovery Services Branch is currently collecting community input on the current Mental Health Services and Programs.

The survey is open to any resident of Mariposa county; there are no right or wrong answers, just your ideas and opinions.

You can find the survey by clicking here -http://tinyurl.com/5n7pp2xa
Survey responses are currently being accepted until January 17th.
For more information or questions, please email jfeuerstein@mariposacounty.org

Like 10 Views Save for later

Appendix JJ: MHSA Annual Stakeholder Survey Results PowerPoint (Page 1 of 15)

Mental Health Services Act Annual Update

STAKEHOLDER SURVEY RESULTS: (2024-2025)

MHSA Supervisor Roles & Expectations

- Report out on MHSA programs
  - How are the programs going?
- Program Budget
  - MHSA program dollars being spent according to MHSA Plan
- Discuss what needs to improve/expand/reduce
  - MHSA programs must be implemented according to the MHSA Plan

*All supervisors MUST participate in providing input and feedback to stakeholder survey results and MHSA programs.

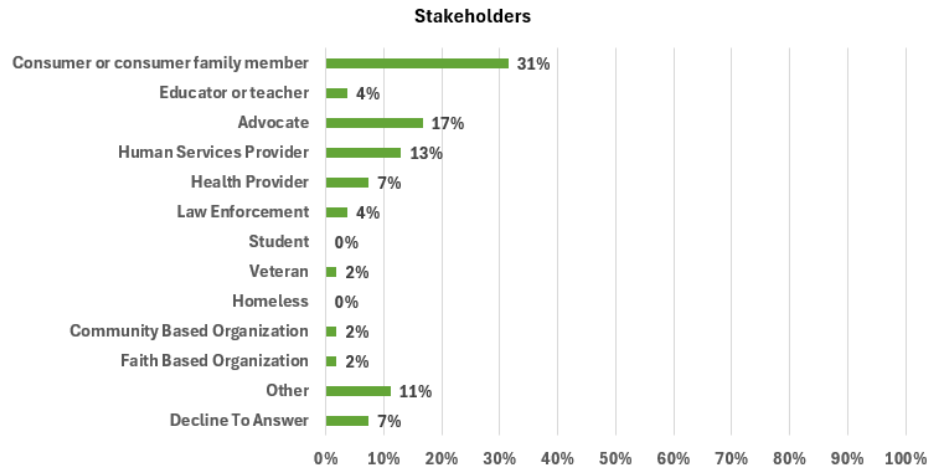
MHSA Stakeholder Survey

- The MHSA stakeholder survey was open from 1/5/24 – 3/5/24.
- Surveys were posted in all the HHSA lobbies, on Facebook and Poppy.
- Medical Records team offered surveys to all scheduled clients each day.
- There were 54 survey responses.
- MHSA Annual update stakeholder meeting was held on 2/5/24.

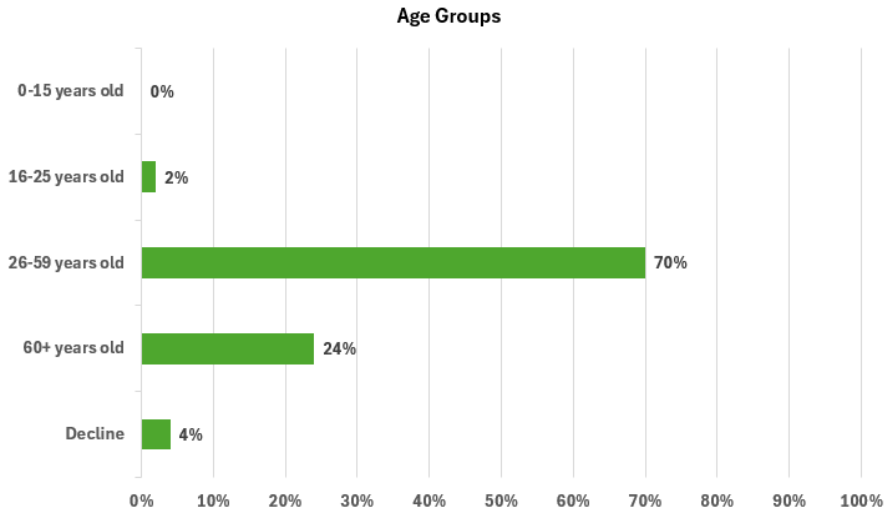
Stakeholders were asked the following questions.

Appendix JJ: MHSA Annual Stakeholder Survey Results PowerPoint (Page 2 of 15)

Which of the following best describes you?

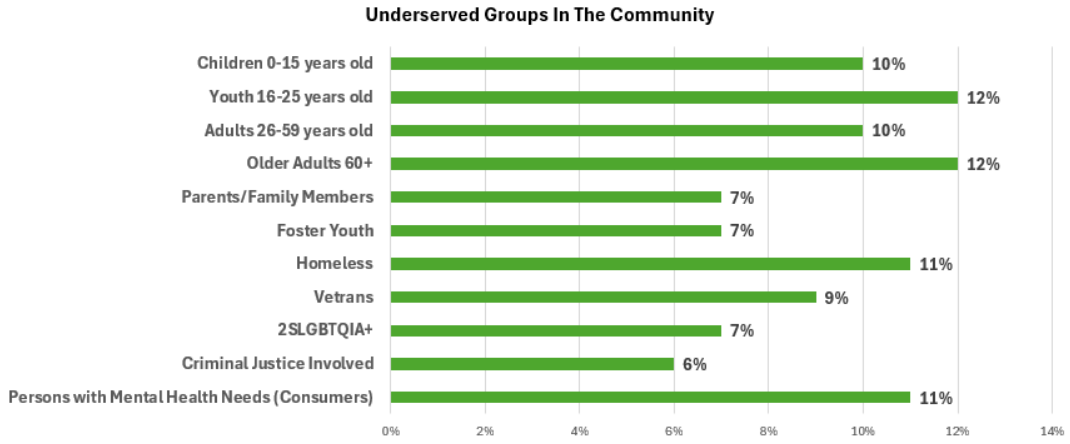


What is your age?

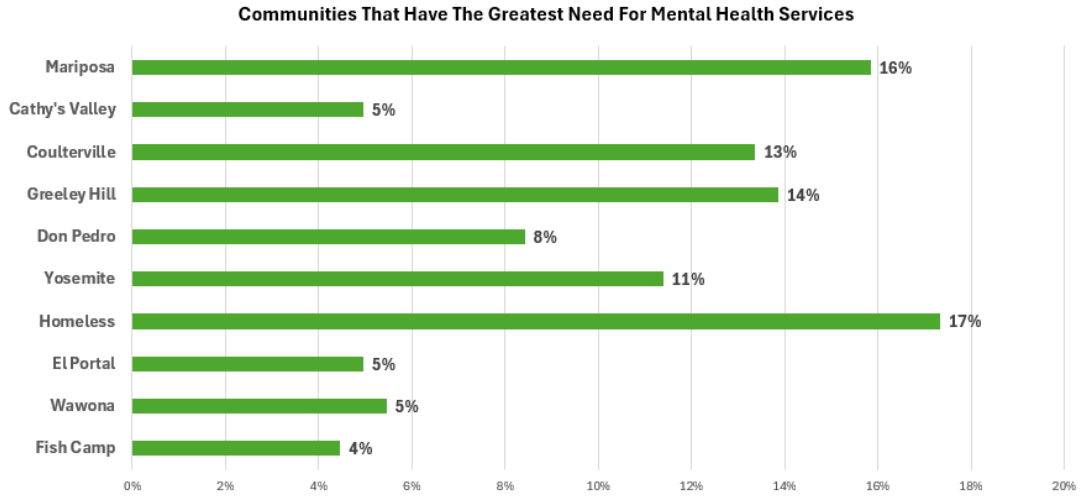


Appendix JJ: MHSA Annual Stakeholder Survey Results PowerPoint (Page 3 of 15)

Which of the following groups do you feel are most underserved in the community when it comes to mental health services? Select all that apply.

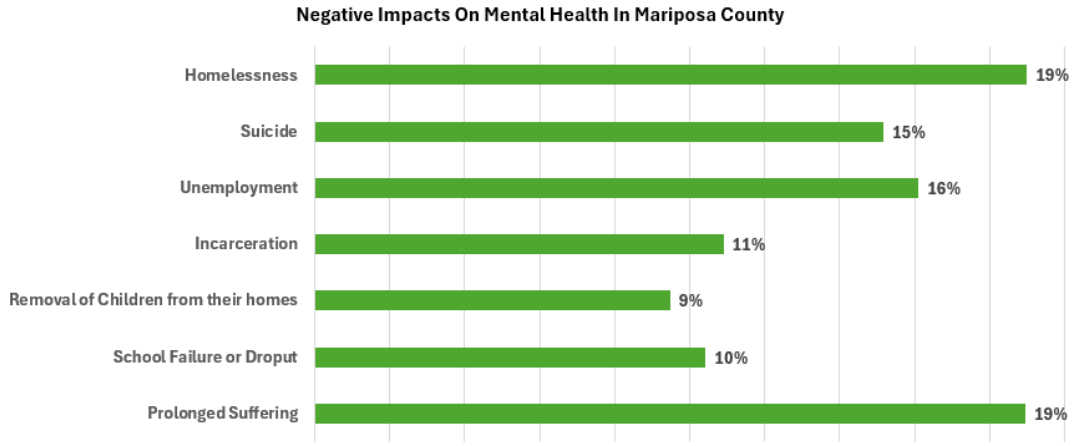


Which communities have the greatest need for mental health services?

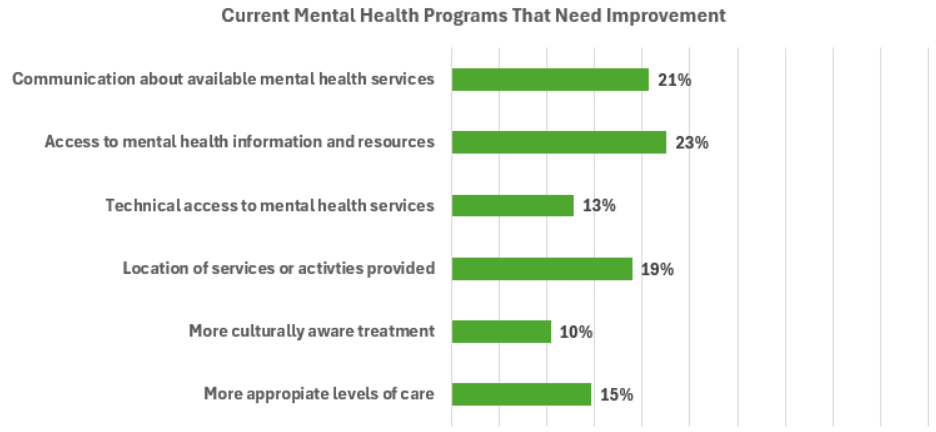


Appendix JJ: MHSA Annual Stakeholder Survey Results PowerPoint (Page 4 of 15)

What are the primary negative impacts on mental health in Mariposa County?

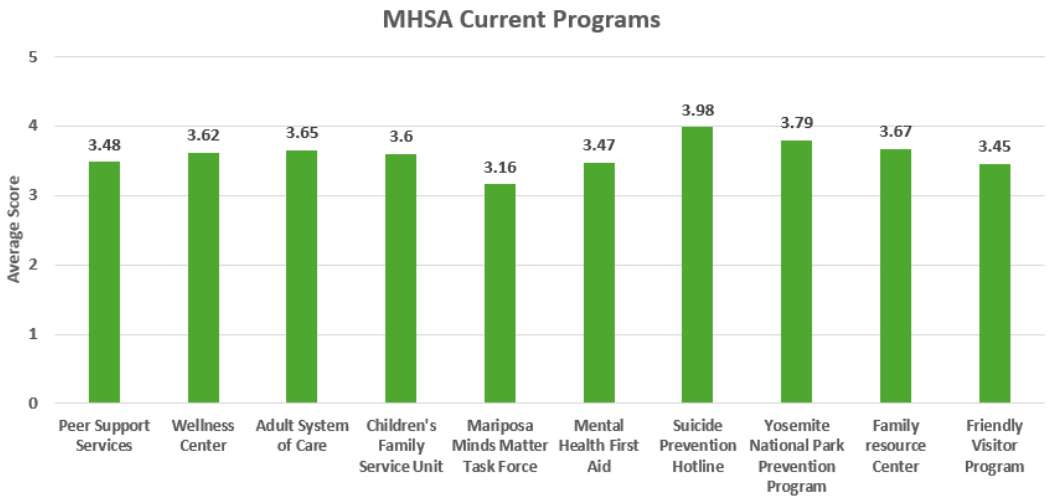


Stakeholders were asked to select the reason that best describes the area in which current mental health programs need improvement.

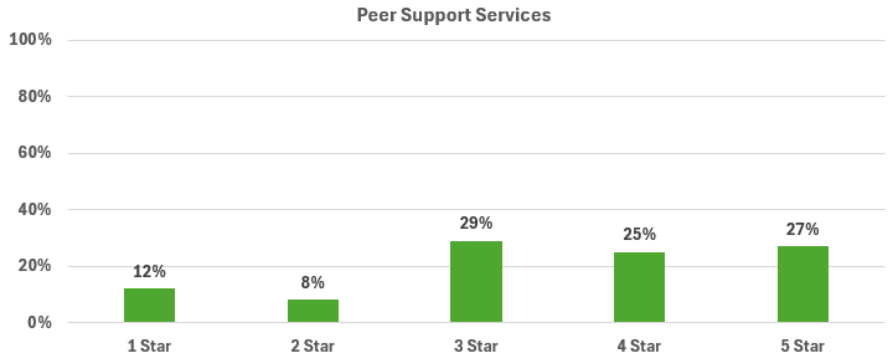


Appendix JJ: MHSA Annual Stakeholder Survey Results PowerPoint (Page 5 of 15)

Stakeholders were asked to rank the following current Mental Health Services Act programs.



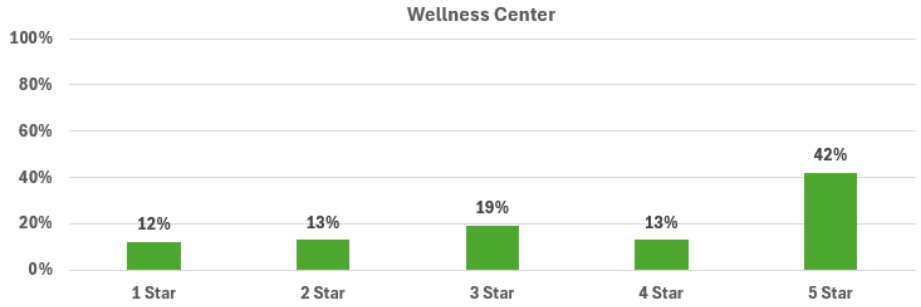
Peer Support Services – *An individual that runs the Wellness Center who has lived experience with mental health illness.*



Average Rating ***3.48***

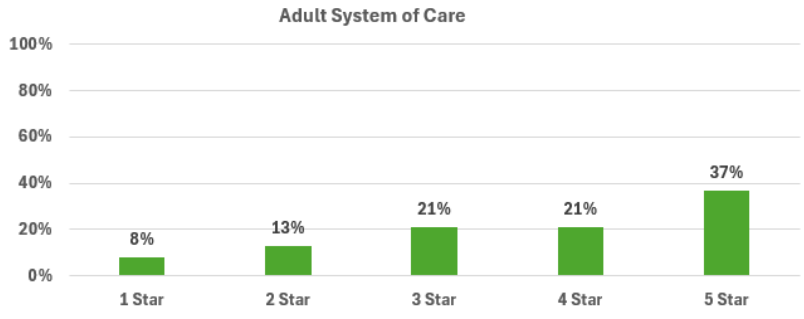
Appendix JJ: MHSA Annual Stakeholder Survey Results PowerPoint (Page 6 of 15)

Wellness Center – *Peer ran activities that help build meaningful relationships and focused on mental health wellness.*



Average Rating ***3.62***

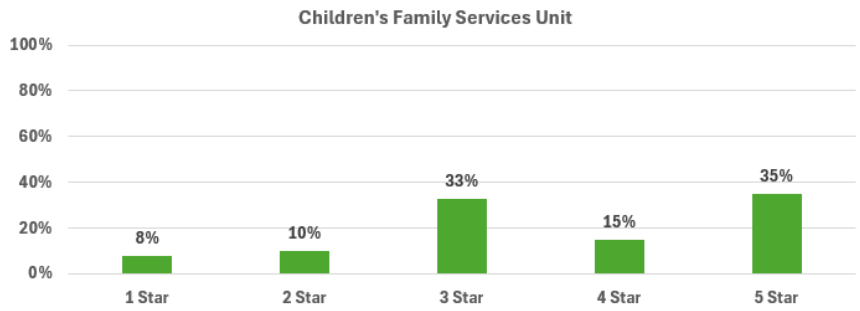
Adult System of Care – *Intensive mental health services and supports for the adults and older adults in the community with serious mental illness.*



Average Rating ***3.65***

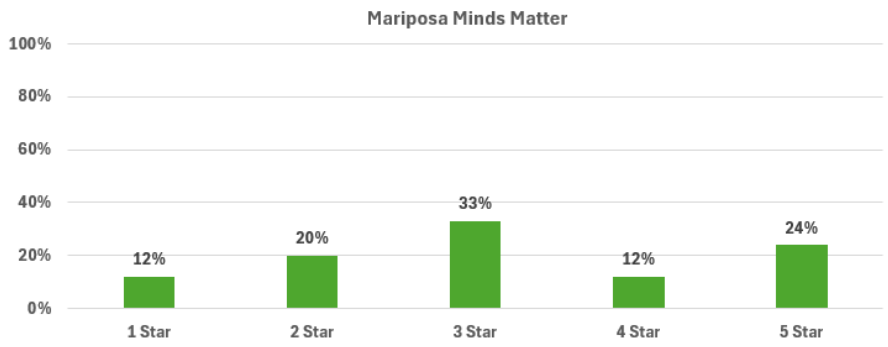
Appendix JJ: MHSA Annual Stakeholder Survey Results PowerPoint (Page 7 of 15)

Children's Family Services Unit – *Intensive mental health services and supports for the children and families in the community with serious emotional disturbances.*



Average Rating ***3.60***

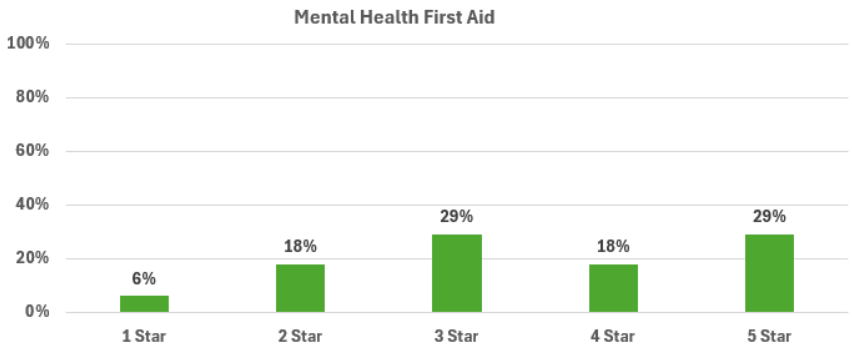
Mariposa Minds Matter Task Force – *A committee that targets stigma reduction and discrimination related to mental health and wellness activities.*



Average Rating ***3.16***

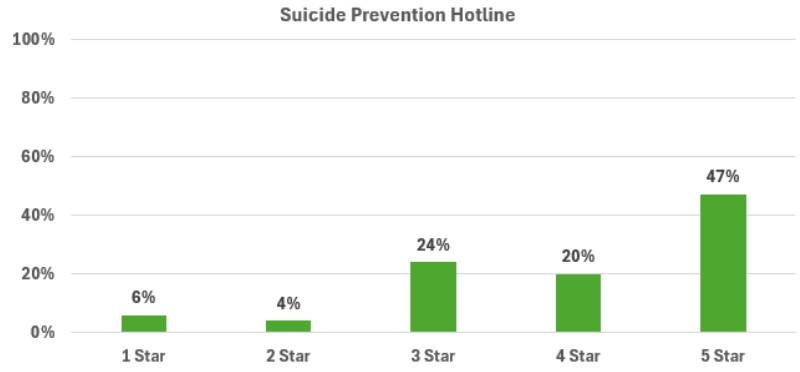
Appendix JJ: MHSA Annual Stakeholder Survey Results PowerPoint (Page 8 of 15)

Mental Health First Aid – *Training provided to community to increase recognition of early signs of mental illness.*



Average Rating ***3.47***

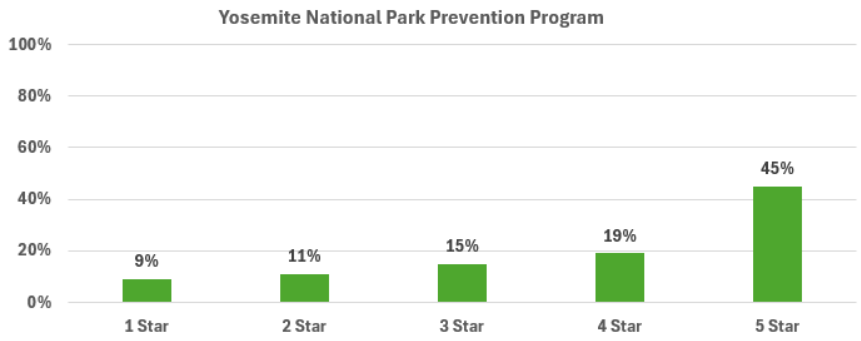
Suicide Prevention Hotline – *A suicide prevention hotline that operates 24hrs per day, seven days a week, and 365 days per year. 1-800-506-5991*



Average Rating ***3.98***

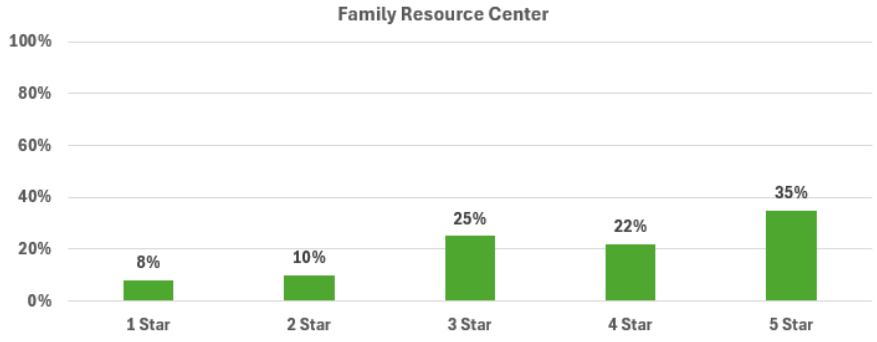
Appendix JJ: MHSA Annual Stakeholder Survey Results PowerPoint (Page 9 of 15)

Yosemite National Park Prevention Program – *A counselor that provides mental health prevention services to address and promote recovery. Services provided: group therapy, therapeutic interventions, crisis response, emotional support/wellness groups, educational series, and psychoeducation to those working or living in Yosemite National Park.*



Average Rating ***3.79***

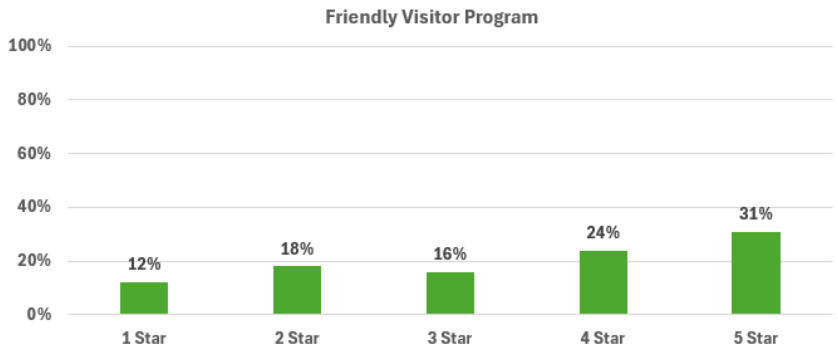
Family Resource Center – *offers an early intervention program that promotes recovery and related outcomes for mental illness in its early stages. This program is designed to assist children, families, and caregivers with parent-to-parent support, coaching, mentoring, referrals to services, and emotional peer support. Services provided include case management, parenting support, family activities, and support groups.*



Average Rating ***3.67***

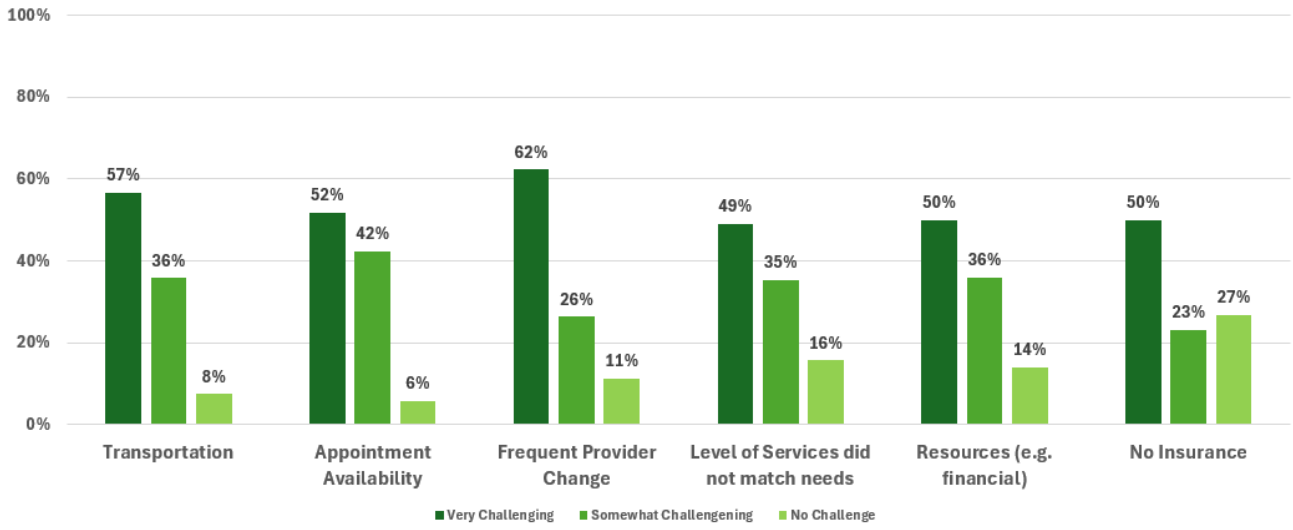
Appendix JJ: MHSA Annual Stakeholder Survey Results PowerPoint (Page 10 of 15)

Friendly Visitor Program – *A prevention program that aims to prevent mental health challenges of isolated elderly adults.*



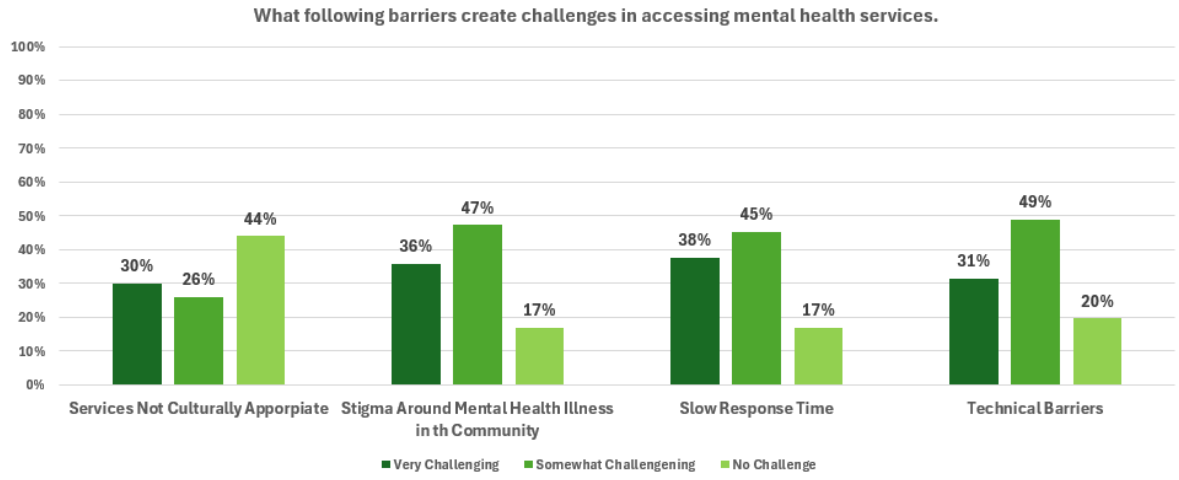
Average Rating ***3.45***

What following barriers create challenges in accessing mental health services?

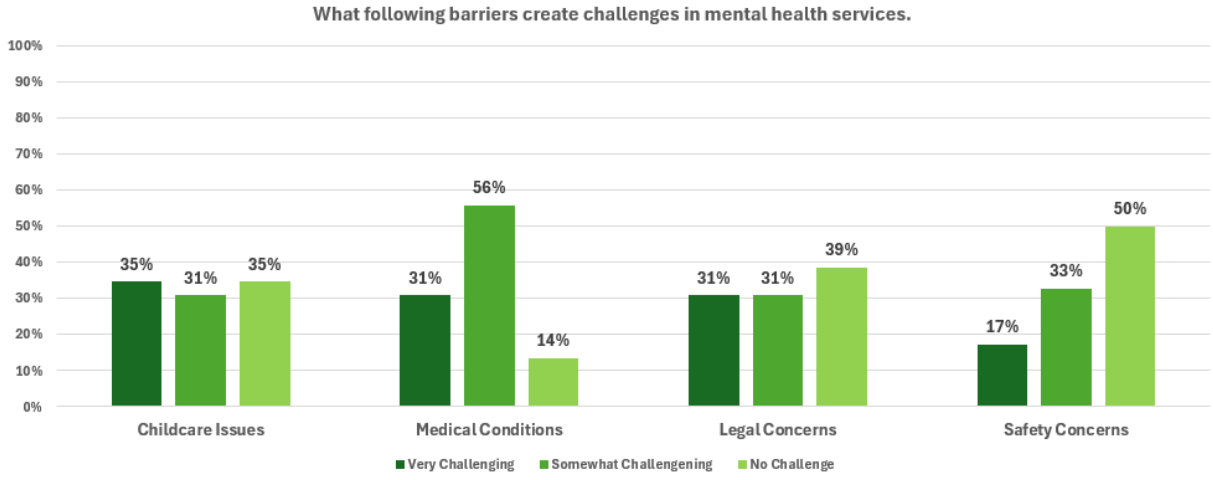


Appendix JJ: MHSA Annual Stakeholder Survey Results PowerPoint (Page 11 of 15)

What following barriers create challenges in accessing mental health services? Continued.



What following barriers create challenges in accessing mental health services? Continued.



Appendix JJ: MHSA Annual Stakeholder Survey Results PowerPoint (Page 12 of 15)

Stakeholders were asked to provide additional comments on needs or gaps in mental health services in our community.

- More providers, more staffing for the after-hours emergency line and providers at the emergency room.
- Offer Culturally Sensitive Programs.
- More outreach to bring awareness of resources.
- Making technology resources more available to homeless and elder community.
- More services for clients with private ins.
- A feeling of lack of confidentiality, especially at the Native American mental health.
- Services for youth of parents who are addicts or incarcerated.

Stakeholder Comments Continued

- Keeping the same clinician during the duration of treatment.
- Trauma Focused Therapy
- Accessibility between mild to moderate care.
- Extended Wellness Center Hours
- More informative series for basic skill building (nutrition, cooking, computer, art, craft, dance, meditation and movement.)
- Free counseling sessions in Yosemite, Yosemite needs a counselor and mental health wellness activities.
- Suicide prevention/awareness and DU Awareness in schools
- More accessibility for deaf/hard of hearing community

Appendix JJ: MHSA Annual Stakeholder Survey Results PowerPoint (Page 13 of 15)

Key Findings

- The populations most identified as underserved were age groups 17-25 and 60+ years old.
- North County (Coulterville, Greeley Hill, and Don Pedro) was identified as having the greatest need for mental health services.
- The most challenging barriers that stakeholders identified in accessing mental health services are:
  - 94% said appointment availability
  - 93% said transportation
  - 88% said frequent provider changes
  - 84% said level of services did not match needs
  - 87% said medical conditions
  - 86% said resources
  - 83% said stigma around mental health illness and slow response time
  - 80% said technical barriers
- The primary negative impacts on mental health in Mariposa County were identified as prolonged suffering and homelessness.
- Communication about available services and access to mental health information and resources were identified as the areas in which current mental health programs need the most improvement.

MHSA Required Programs

Community Services and Supports

- FSP
- Wellness center
- Peer support

Prevention and Early Intervention

- Stigma Discrimination and Reduction
- Suicide Prevention
- Prevention
- Early Intervention
- Outreach for increasing recognition programs

Workforce, Education and Training

Innovation

Appendix JJ: MHSA Annual Stakeholder Survey Results PowerPoint (Page 14 of 15)

Overview of Current MHSA Programs

July 1, 2023 – June 30, 2026

Discussion: *Do we want to Expand/Reduce the following current MHSA programs?*

Community Services and Supports

- Full-service partnership
  - Adults - $1,020,262
  - Children - $706,017
- Wellness Center
  - $10,000
- Peer Support @ Wellness Center
  - $42,088

Overview of Current MHSA Programs

July 1, 2023 – June 30, 2026

Discussion: *Do we want to Keep/Expand/Reduce the following current MHSA programs?*

Prevention and Early Intervention

- Yosemite National Park Services Prevention Program
  - $20,000
- Aramark and Community Prevention Services
  - $30,000
- Friendly Visitor
  - $50,000
- Family Resource Center
  - $121,000
- Suicide Prevention Hotline
  - $4,000
- Mariposa Minds Matter
  - $2,000
- Mental Health First Aid
  - $10,000

Appendix JJ: MHSA Annual Stakeholder Survey Results PowerPoint (Page 15 of 15)

Overview of Current MHSA Programs

July 1, 2023 – June 30, 2026

Innovation & Workforce, Education, & Training

- Psychiatric Advanced Directive
  - $116,173
- WET
  - $19,695

Questions

Appendix KK: Public Hearing Agenda (Page 1 of 2)

BEHAVIORAL HEALTH BOARD
of Mariposa County
Post Office Box 784
Mariposa, California 95338
(209) 966-3222

BEHAVIORAL HEALTH BOARD MEETING
AGENDA

June 5th, 2024
12:30 p.m. – 2:30 p.m.
Mariposa County Health & Human Services
5362 Lemee Lane, Mariposa, California 95338

To attend in-person: Health & Human Services – Mariposa Conference Room
5362 Lemee Lane, Mariposa, California

To attend via telephone: Call 1-669-900-6833, then at the prompts enter the following:
Meeting ID 985-9834-5239, participant ID #, passcode 123456

Mission Statement: Our mission is to ensure high quality behavioral health services for all individuals in our community by evaluating the community's behavioral health services and needs, advocating for persons with behavioral health and substance use disorder needs, advising the Board of Supervisors and Behavioral Health Director on related issues and educating the public on the importance of behavioral health as a part of community health.

I. **Call to Order and Roll Call - Confirm Quorum**
II. **Public Hearing:** Conduct public hearing to receive public input, review and make recommendations, for submission of the Draft Mariposa County MHSA Annual Plan FY 2024-2025 (Attachment)

III. **Approval of Meeting Minutes: May 1st, 2024 (attachment)**

IV. **Public Comments**

Persons wishing to address any agenda item or comment on any item not on the agenda may do so at this time. Any comments will be limited to 5 minutes per person. Please state your name and address (optional). For items not on the agenda, no action will be taken at this time. If it requires action, it will be referred to staff and/or placed on the next agenda.

V. **Agenda Items**
- A. **Announcements**
- B. **Old Business**
  1. Review and vote on approval of 2023-2024 BHB Annual Report (Attachment)
- C. **New Business**
  1. Accept nominations and elect new Chair and Vice Chair for the Behavioral Health Board
- D. **Receive Staff Reports as Pertaining to Behavioral Health**
  1. Director of HHSA
  2. Director of Health Services

In compliance with the Americans with Disabilities Act, if special assistance is required to participate in this meeting, please contact Recording Secretary at 1-209-966-2000.

Appendix KK: Public Hearing Agenda (Page 2 of 2)

3. Deputy Director of Behavioral Health
4. Finances
5. Quality Assurance

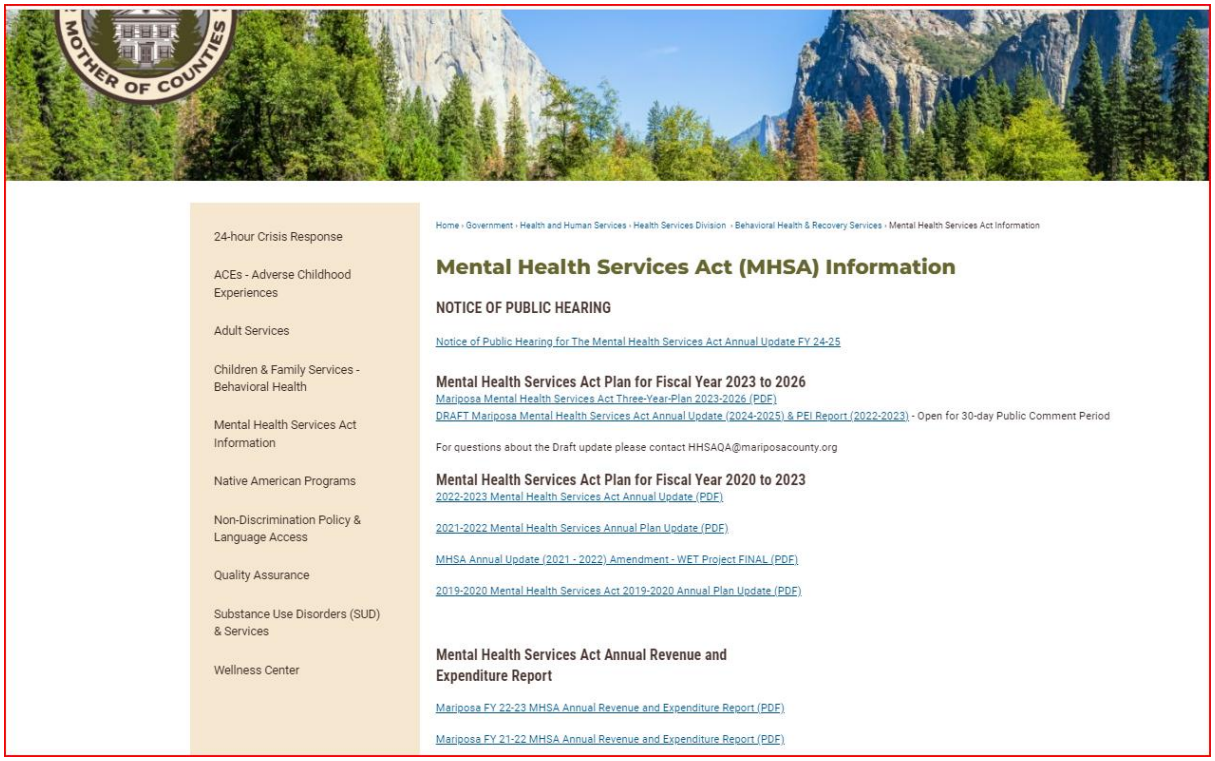
E. Receive Committees and Community Partner Reports as Pertaining to Behavioral Health

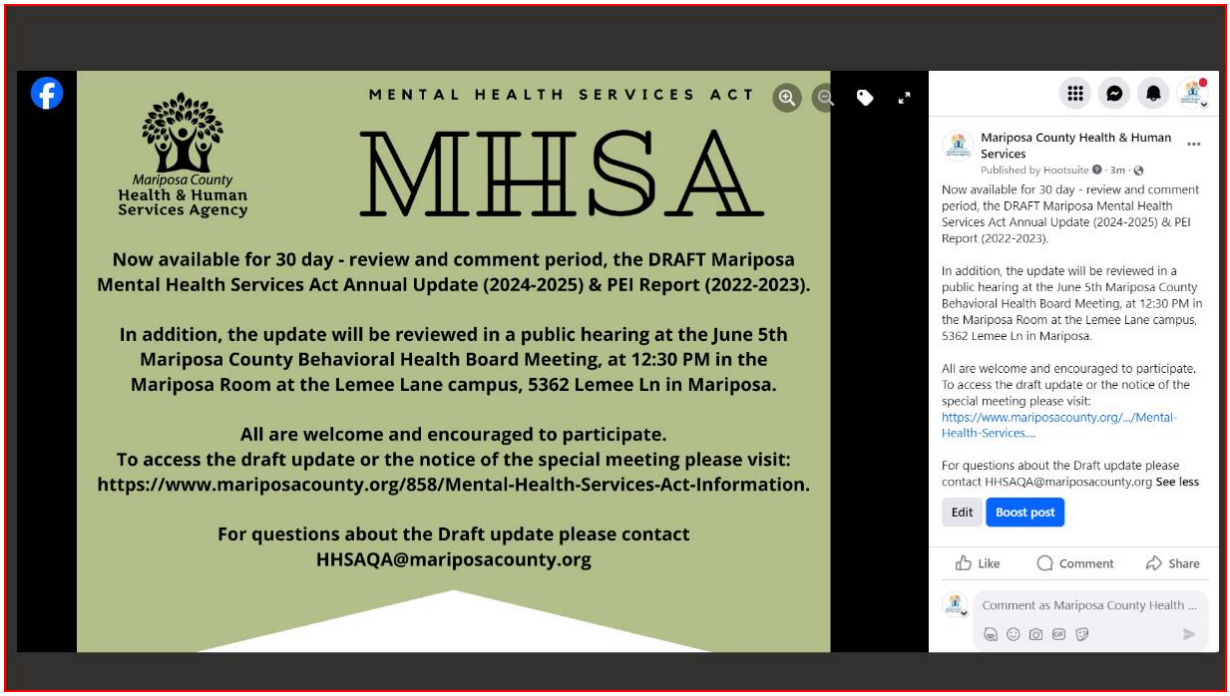
1. Mariposa Heritage House
2. Mariposa Minds Matter
3. Connections
4. Probation
5. Native Solutions
6. Mariposa Safe Families
7. Family Recourse Center (Alliance)
8. CASA
9. Ethos
10. Mountain Crisis
11. Miwumati Healing Center
12. Discuss Policy/Legislative Issues Relevant to the BHB (Action Plan - Goal A4) From Supervisor Rosemarie Smallcombe

VI. Adjournment

Next Meeting: The next meeting will be held in the Mariposa County Health & Human Services Mariposa Conference Room and via teleconference, **July 3, 2024, at 12:30 p.m. to 2:00 p.m.**

Appendix LL: Website and Facebook Screenshot of Draft Posting (Page 1)





Appendix MM: Behavioral Health Board Presentation (Page 1-13)

Meeting Objectives

01

Mental Health Services Act (MHSA)Overview

02

Overview of Fiscal Year 24-25 proposed programs

03

Public Hearing Input on Proposed Programs

Appendix MM: Behavioral Health Board Presentation (Page 2-13)

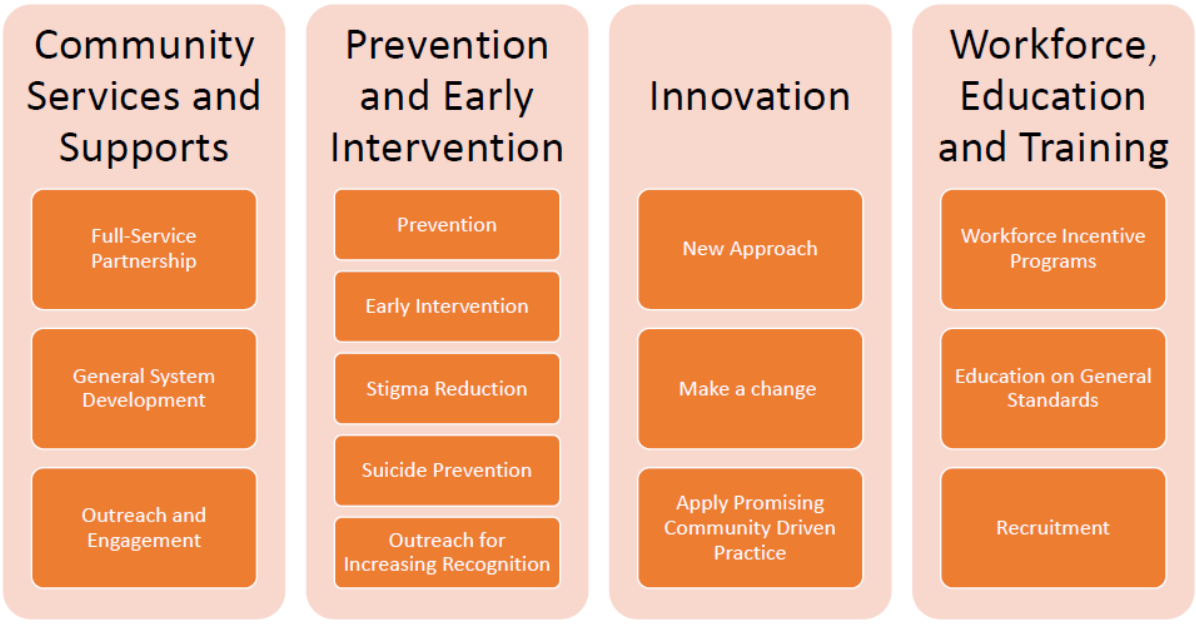
Mental Health Services Act

The Mental Health Services Act (MHSA) is proposition 63 that was passed in 2004, this act imposes a 1% tax on personal income in excess of one million dollars.

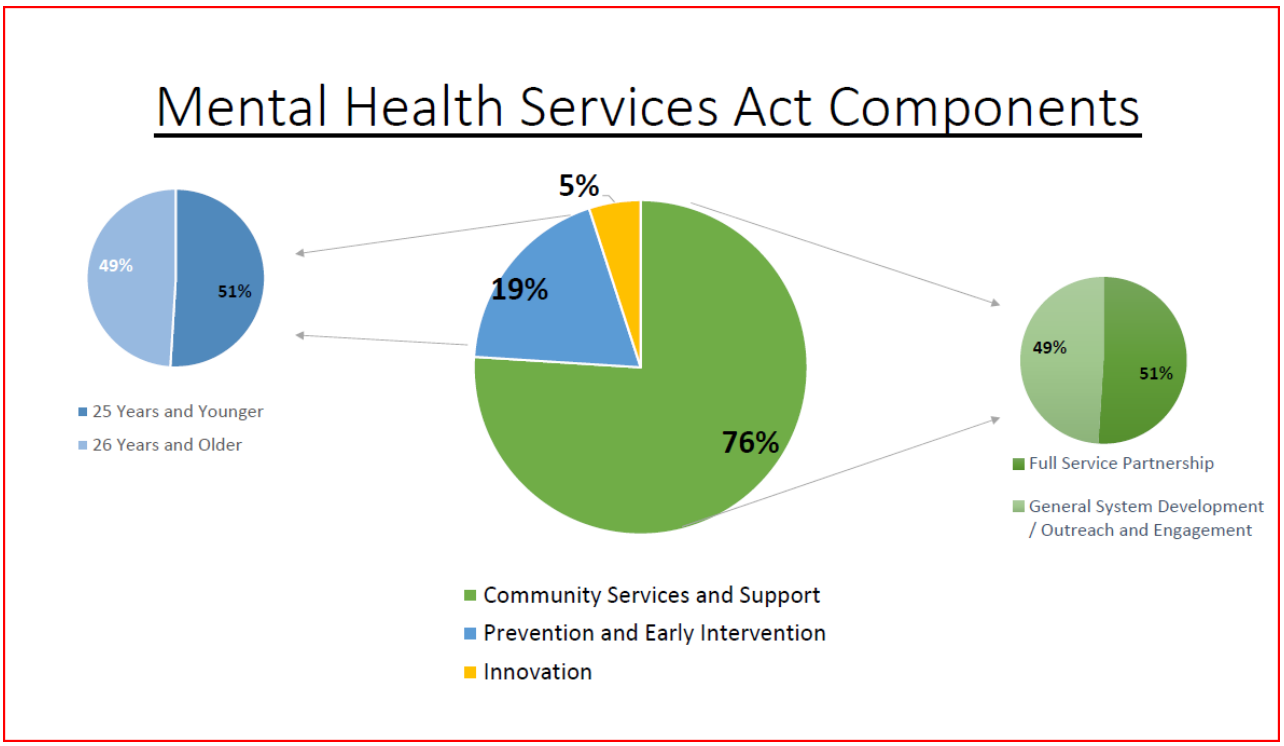
MHSA's goal is to reduce the long-term impact on individuals and families resulting from untreated serious mental illness, specifically to fund efforts to close gaps in the behavioral health system and to transform the behavioral health system in California to be one focused on wellness, recovery, and resilience.

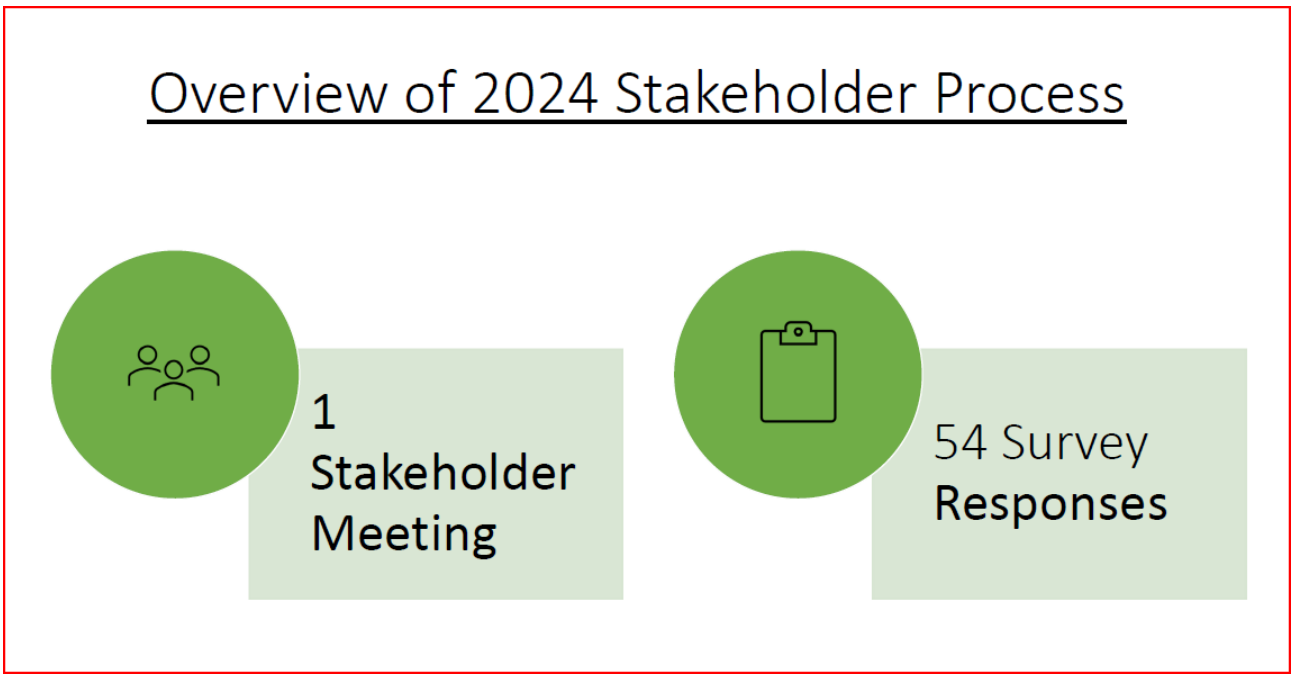
MHSA provides funding to support county mental health programs for families, children, and transitional age youth, adults and older adults.

Mental Health Services Act Categories



Appendix MM: Behavioral Health Board Presentation (Page 3-13)





Appendix MM: Behavioral Health Board Presentation (Page 4-13)

Stakeholder Feedback

Youth and Older Adults Most Underserved

- Full-Service Partnership (FSP)
- Wellness Center (18 + years of age)
- Family Resource Center
- Yosemite National Park Prevention Program
- Aramark and Community Prevention Services
- Friendly Visitor

Homeless with Greatest Need For Mental Health Services

- FSP

Homelessness and Prolonged Suffering Are the Most Negative Impacts on Mental Health

- FSP
- Wellness Center
- Mariposa Minds Matter

More Outreach, Services in outlying areas, and information of resources and services easily accessible

- All MHSA programs have components of outreach, are easily accessible and provided in outlying areas.

Appendix MM: Behavioral Health Board Presentation (Page 5-13)

Overview of MHSA 2024- 2025

Community Services and Supports

- Full-service partnership
- Wellness Center
- Peer Support

Prevention and Early Intervention

- Yosemite National Park Services Prevention Program
- Aramark and Community Prevention Services
- Friendly Visitor
- Family Resource Center
- Suicide Prevention Hotline
- Mariposa Minds Matter
- Mental Health First Aid

Workforce, Education, and Training

- Regional Loan Repayment Program

Innovation

- Psychiatric Advanced Directive

Adult & Children Full-Service Partnership

Activities	Individuals Served	Expected Outcomes	Annual Budget
• Provides a full spectrum of community services to achieve goals. • Supportive Services • Assigned Personal Service Coordinator • Outreach to Homeless.	• Serves a minimum of 25 adults (26-59) and older adults (60+) annually. • Serves a minimum of 20 children (0-15) and transitional aged youth (16-25) annually.	• Promote and Improve mental health and recovery. • Individualized treatment plan.	• Adults: $537,024 • Children: $499,517

Whatever It Takes

Appendix MM: Behavioral Health Board Presentation (Page 6-13)

Full-Service Partnership Continued…

Full-Service Partnership is doing "whatever it takes" to help individuals on their path to recovery and wellness.

The FSP program is a collaborative relationship between the County and the client and when appropriate the client's family. The County plans and provides the full spectrum of community services so that the client can achieve their identified goals.

- Eligible for supportive housing, linkage to food, clothing, employment and education (as appropriate).
- Incentive program to encourage and engage FSP clients to attend groups.
- Increased Adult Team Meeting's & Children Family Team Meeting's with a system of care approach.
- Assigned a Personal Service Coordinator for 24hr support through duration of the program.
- Parent Support/Education and Family finding to create a wider array of informal support networks.

FY 24/25 FSP Budget Breakdown

Funding Category	Budget	Details
Salary and Benefits	$1,036,542.00	Salary of 30 staff including quality assurance and fiscal
Operating Expenses	$441,839.00	Client related expenses and software
Total:	**$1,478,381.00**	

Cost Saving

- Hospitalizations

Appendix MM: Behavioral Health Board Presentation (Page 7-13)

Wellness Center

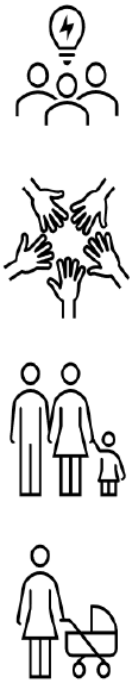
Activities	Individuals Served	Expected Outcomes	Annual Budget
• Provides environment to receive support and form meaningful relationships. • Activities chosen and developed by peers. • Daily living activities (cooking, job training, stress management etc.)	• Anyone over the age of 18. • Can serve up to 12 individuals daily at all locations. • Held at three locations: Mariposa, North County and Yosemite National Park.	• Personal Growth • Resources, connections, referrals and linkage. • Improved daily living skills. • Building meaningful relationships.	• Wellness Center: $10,000

Peer Support @ Wellness Center

Activities	Expected Outcomes	Annual Budget
• To fund a Mental Health Aide with lived mental health experience to coordinate and facilitate peer support at the wellness center.	• Creates a career ladder for individuals in the recovery stage of their mental health. • Creates opportunities for further advancement in county employment. • Creates a more successful Wellness Center with a Peer-to-Peer interaction.	• Peer Support @ Wellness Center: $43,877

Appendix MM: Behavioral Health Board Presentation (Page 8-13)

Family Resource Center



Activities	Individuals Served	Expected Outcomes	Annual Budget
• Early Intervention Program • Open Tuesday-Saturday from 11-7 ▪ Case Management to Provide support, coaching, mentoring and referrals to mental health services. • Group Support including LGBTQ+, Friends and Family Support Group, Grief Group, Social Support Group • Educational Programming including Childbirth education classes, family enrichment activities.	• All county residents with a primary focus on children, transitional-age youth, families and/or caregivers. • Estimates serving 120 individuals annually.	• Program aims to increase timely access and linkage to mental health treatment and services. • Strengthen the Family System. • Provide educational opportunities to families. • Provide social opportunities to build peer support. • Increase wellness and resiliency for individuals.	• Family Resource Center: $121,000

Yosemite National Park Prevention Program

Activities	Individuals Served	Expected Outcomes	Annual Budget
• Prevention Program ▪ Emotional Wellness Series and First Responder Training & Mental Health Office Hours. ▪ Utilization of the Stress Continuum, and evidence-based intervention ▪ Increase awareness around suicide and suicide prevention ▪ Open office hours for mental health related outreach and education.	• Yosemite National Park Employees and First Responders • Estimates serving 80 individuals annually.	• Provide behavioral health interventions and education to reduce risk factors and build protective factors. • Pre/Post surveys will measure an increase in protective factors and a reduction of risk factors.	• Yosemite National Park Prevention Program: $20,000

Appendix MM: Behavioral Health Board Presentation (Page 9-13)

Aramark and Community Prevention Services

Activities	Individuals Served	Expected Outcomes	Annual Budget
• Prevention Program • Yoga and Mindfulness • Physical Health • Expressive Arts • Community building ▪ Open office hours for mental health related outreach and education.	• Aramark/Yosemite Hospitality population in YNP • Unserved residents of YNP • Estimates serving 120 individuals annually	• Provide behavioral health interventions and education to reduce risk factors and build protective factors. • Pre/Post check-ins will measure an increase in protective factors and reduction of risk factors. • Outreach and linkage of local resources for mental health services.	• Aramark and Community Prevention Services: $30,000

Friendly Visitor

Activities	Individuals Served	Expected Outcomes	Annual Budget
• A Prevention Program • Volunteers will engage isolated seniors by providing 30-60 minute weekly in-person visits. • Collaboration with advocacy, activities and outings, cultural and spiritual groups, and referral services. • Monthly luncheons to increase socialization and improved resilience.	• Program will serve up to 12 elderly individuals.	• Reduction in depressive symptoms, reduction of prolonged isolation and overall sense of being valued. • Identify unmet needs and assist with referrals and connection to other community services. • Monitor participant satisfaction.	• Friendly Visitor: $50,000

Appendix MM: Behavioral Health Board Presentation (Page 10-13)

Mariposa Minds Matter

Activities	Individuals Served	Expected Outcomes	Annual Budget
• Stigma and Discrimination Reduction program. • Develop and participate in stigma and discrimination reducing activities. • Hold booths at local farmers market, and other County festivals throughout the year. • Community video events that feature mental health information.	• Expected to serve up to 150 individuals annually.	• Reduction in negative feelings, attitudes, beliefs, perceptions, stereotypes, and discrimination related to being diagnosed with mental illness or receiving mental health services. ▪ Pre/post surveys will be utilized to measure any changes in attitudes, knowledge, and/or behaviors regarding mental health.	• Mariposa Minds Matter: $2,000

Mental Health First Aid

Activities	Individuals Served	Expected Outcomes	Annual Budget
• Outreach for increasing recognition of early signs of mental illness. • Program engages and trains potential first responders to recognize and respond effectively to early signs of mental illness.	• Members of the community • Expected to serve up to 120 individuals annually. • Potential responders include: law enforcement, healthcare workers, teachers, community members, and local business owners.	• The expected outcomes is to increase knowledge on signs, symptoms, risk factors, protective factors, and confidence to assist someone who may be experiencing a mental health crisis.	• Mental Health First Aid: $10,000

MENTAL HEALTH FIRST AID® USA

Appendix MM: Behavioral Health Board Presentation (Page 11-12)

Central Valley Suicide Prevention Hotline

Activities	Individuals Served	Expected Outcomes	Annual Budget
• Suicide Prevention Program • Provides a suicide prevention hotline 24 hours per day, seven days a week, and 365 days per year.	• Expected to serve up to 50 individuals annually.	• Reduce suicide by the accessibility of a local hotline providing timely access to services. • Designed to change attitudes, knowledge, and behavior to prevent mental illness related suicide.	• SVSPH: $4,000

1-888-506-5991

Access and Linkage

Each PEI program is required to facilitate and ensure access and linkage to services. As such, MCBHRS proposes opting out of the access and linkage component. The reporting requirements for this component requires more training and staff time than a very small county has the capacity to implement.

Appendix MM: Behavioral Health Board Presentation (Page 12-13)

Psychiatric Advanced Directive

Activities	Individuals Served	Expected Outcomes	Annual Budget
• A multi-county collaborative project focusing on developing a Psychiatric Advance Directive technology platform. • Participating counties: Mariposa, Orange County, Monterey, Shasta, Fresno, Tri-City, and Contra Costa • Utilize peers and community stakeholders with lived experience and understanding to develop a standardized PAD template that will be turned into an online and interactive app (technology platform). • Legislative and policy advocacy to create a legal structure to recognize PADs. • Provide standardized PADs training for understanding to communities and stakeholders.	•Expected to serve the population that has the highest risk of involuntary care, homelessness, unnecessary hospitalizations, and involvement with criminal justice.	• To improve positive outcomes for consumers at risk of involuntary care, homelessness, unnecessary hospitalizations, and improvement with criminal justice. • Allowing individuals to take responsibility for their recovery • Supporting person-centered thinking • Supportive decision-making • Enhancing a family's trust in the "system," that their family member will receive the treatment to which they are entitled, and in a supportive fashion • Providing appropriate and supportive care • De-escalating potential crisis situations	• PADs: $125,320

Regional Loan Repayment Program

Activities	Individuals Served	Expected Outcomes	Annual Budget
• To provide educational loan repayment assistance for eligible professions in exchange for a 12-month service commitment.	• Current, new or onboarding Licensed/Associate Clinicians, Licensed Psychiatrists, or Psychiatric Nurse Practitioners of MCBHRS.	• State loan repayment program to help retain and recruit qualified staff or work to promote careers in the behavioral health field with students early in their academic career.	• Regional Loan Repayment Program: $29,965

Appendix MM: Behavioral Health Board Presentation (Page 13-13)

Appendix NN: Behavioral Health Board Meeting Minutes (Page 1)

Appendix OO: Behavioral Health Board Presentation Sign in Sheet (Page 1)

BEHAVIORAL HEALTH BOARD
SIGN-IN SHEET
June 5, 2024

Notice: Signing this attendance sign-in sheet is voluntary.
You are welcome to attend the meeting whether or not you choose to sign the attendance sheet.

PLEASE PRINT

	MEMBERS	GUESTS	STAFF
1	Paul Bickett	1	1
2	Rosemarie Smallcomb	2	2 Sheila Baker
3	Ellie McGuire	3 Megan Atkinson	3
4		4 Juli Jones	4
5	~~Kelly~~	5	5
6	EVA ADAMS →	~~EVA ADAMS~~	6
7		7 Brandy Stumpf	7
8		8 Summer Marquez	8
9		9	9
10		10	10
11		11	11
12		12	12
13		13	13
14		14	14
15		15	15

Appendix PP: Board of Supervisors Agenda (Page 1 of X)

Appendix QQ: Board of Supervisors MHSA Presentation (Page 1 of X)

Appendix RR: PADS Annual Report, Alpha Omega - Translation/Interpretation (Page 1 of 2)

alpha omega
TRANSLATIONS

7674 Audubon Meadow Way
Alexandria VA, 22306

T. 703 768 2535
F. 703 995 0949

www.alphaomegatranslations.com
info@alphaomegatranslations.com

Summary of activities for year 2023.

A. Summary of Activities and Accomplishments During the Reporting Period
B. Challenges Encountered and Resolved During the Reporting Period
C. Plans and Expectations for the Next Reporting Period
D. Attachments

A. Summary of Activities and Accomplishments During the Reporting Period

Customers:
Concept Forward
Idea Engineering Anthony

Translation of 73 document(s) from English (USA) to Arabic, Chinese, Farsi, Korean, Vietnamese for Idea Engineering
Service requested by Antony Del Castillo Schickram – **invoice I-06055**

Translation of 1 document(s) from English (USA) to Spanish for Idea Engineering
Service requested by Antony Del Castillo Schickram
Invoice **I-06228**

Translation of 2 document(s) from English (USA) to Arabic, Chinese, Farsi, Hmong, Korean, Vietnamese for Idea Engineering
Service requested by Jeanne Spencer
Invoice I-06214

Virtual interpreting from English (USA) to Spanish for Concepts Forward
Service requested by Kiran Sahota
Invoice I-06242

Appendix RR: PADS Annual Report, Alpha Omega - Translation/Interpretation (Page 2 of 2)

B. Challenges Encountered and Resolved During the Reporting Period

No challenges recorded. Customer expressed satisfaction with deliverables.

E. Plans and Expectations for the Next Reporting Period

Translation and interpretation projects as described in Master Contract.

A. Attachments

N/A

Appendix SS: PADS Annual Report, Burton Blatt Institute-Evaluation/Technology (Page 1 of 8)

Report on Implementation of the Evaluation of Orange County Innovation Activities, with Particular Focus on Development and Outcomes of a PADs Technology Platform

Date Submitted: December 29, 2023

Period(s) Covered: January 1, 2023-December 31, 2023

Submitted by:
Gary Shaheen, Ph.D.
Project Director
Burton Blatt Institute
Syracuse University

Summary of the Qualitative Evaluation

The Syracuse University (SU) Burton Blatt Institute (BBI) was tasked by Orange County, California to conduct a multi-year process and outcome qualitative evaluation of the web-based platform supporting Psychiatric Advanced Directives (PADs) implemented by 7 California counties. These 7 counties are Fresno, Mariposa, Monterey, Shasta, Tr-City, Contra Costa, and Orange counties who are using their Mental Health Administration Innovation Funds to support their efforts. BBI works directly with Project Manager Kiran Sahota, all 7 counties, and project subcontractors Chorus, Idea, Painted Brain, CAMPHRO, and Rand Corporation to obtain data supporting the evaluation. BBI also works with the Project Manager and SU's Office of Sponsored Programs to administer the requirements of the Orange County contract and for fiscal administration of County and Sub-Contractor sub-awards, including timely payments based upon submission and review of invoices. This Annual Project Report summarizes only the evaluation project activities implemented by BBI during the Project Year 1/1/2023-12/29/2023.

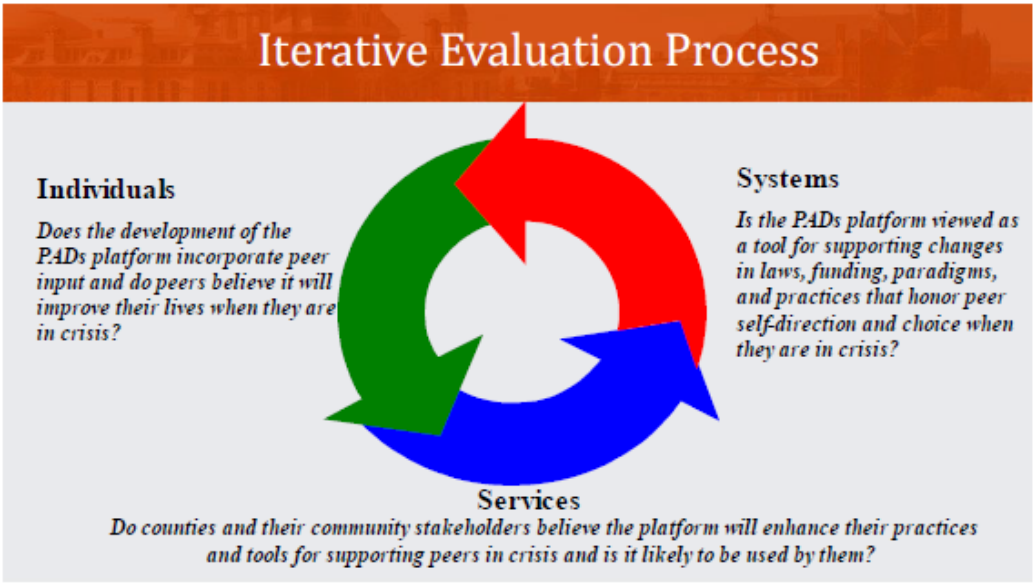
BBI uses a qualitative research approach. This included participant observations of in person and virtual meetings and workgroups, as well as conducting individual semi-structured interviews with PADS project County Managers, staff, and community stakeholders. The research objectives and methodological foundations are grounded in a comprehensive literature review focused on Psychiatric Advanced Directives for people with mental illnesses and disability studies. BBI collected data during the year by and by conducting participant observations and individual, semi-structured interviews with PADs Project County Mangers and staff, and with identified community project stakeholders who are participating in the PADs project

Appendix SS: PADS Annual Report, Burton Blatt Institute-Evaluation/Technology (Page 2 of 8)

We have developed evaluation indicators framework (input, process and outcome) to document information at different stages of the project lifecycle. The indicators fall into three categories:

- Input indicators: to measure the contributions necessary to enable the program to be implemented (e.g., funding, staff, key partners, infrastructure).
- Process indicators: to measure the program's activities and outputs (direct deliverables of the activities).
- Outcome indicators: to measure whether the program is achieving the expected effects/changes in the short, intermediate, and long terms. BBI also gathers data on factors influencing adoption of the PADs web-based platform within county mental health departments and among staff who manage or support their county's PADs project.

BBI's evaluation framework is intended to describe the direct and indirect benefits of the web-based platform among county staff and Peers ("individual level"), its impact upon mental health and related services provided by agencies when they utilize PADs to support Peers who are in crisis ("services level"), and how the development and use of a PADs web-based platform influences public attitudes, policy, funding, law and regulations, and inter-agency dialogue and partnerships, as well as reduce the overall rates of homelessness, and incarceration among Peers ("systems level"). These dimensions are illustrated below:



We have also framed the development and use of the product as one element of a systems change process being articulated by the Project Manager. To measure these systems change dimensions, we have adopted the rubric for systems change developed by the Corporation for Supportive Housing:

Building Blocks of Systems Change: (https://www.csh.org/resources/laying-a-new-foundation-changing-the-systems-that-create-and-sustain-supportive-housing/)

2

Appendix SS: PADS Annual Report, Burton Blatt Institute-Evaluation/Technology (Page 3 of 8)

"Achieving a real change in a system is different from making the system do something new. A real change in a system is one in which people habitually do the new thing, using resources, authority, technology, and ideas that are routinely associated with the new activity. You can recognize system change more easily when it is complete, or nearly complete, by these five signs:"

- **A change in power**: There are designated positions—people with formal authority—responsible for the new activity (not just committed or skillful individuals who happen to care about it).
- **A change in money**: Routine funding is earmarked for the new activity in a new way—or, failing that, there is a pattern of recurring special funding on which most actors in the system can rely.
- **A change in habits**: Participants in a system interact with each other to carry out the new activity as part of their normal routine—not just in response to a special initiative, demonstration, or project. If top-level authorities have to "command" such interactions to take place, then the system has not absorbed them, and thus has not yet changed.
- **A change in technology or skills**: There is a growing cadre of skilled practitioners at most or all levels in the delivery chain, practicing methods that were not previously common or considered desirable. These practitioners are now expert in the skills that the new system demands and have set a standard for effective delivery of the new system's intended results.
- **A change in ideas or values**: There is a new definition of performance or success, and often anew understanding of the people to be served and the problem to be solved. The new definition and understanding are commonly held among most or all actors in the system, such that they are no longer in great dispute.

Summary of the Evaluation:

Since formal data analysis and coding will not occur until 2024, BBI can only report on our assumptions of the emerging trends and issues. Many of these were included in a presentation we delivered at the September 2023 all-county convening event. A copy of our presentation detailing these assumptions is attached to this report (Attachment 1).

Project Implementation:

- BBI hired Dr. Nare Galstyan as Senior Research Associate and Ms. Isabel Torrence as Research Assistant to directly assist in implementing the evaluation.
- We scheduled and participated in regular teleconference meetings and e-mail exchanges with Concepts Forward Consulting, Chorus, Idea and Rand as needed to discuss and coordinate respective roles and deliverables.
- BBI submitted and received SU IRB approval to implement County Manager and community stakeholder interviews that were conducted throughout the year.
- We prepared presentation materials and participated in two PADs County and

3

Appendix SS: PADS Annual Report, Burton Blatt Institute-Evaluation/Technology (Page 4 of 8)

Stakeholder in-person meetings in Monterey and Orange Counties that were held respectively on March 7, and September 12, 2023.

- BBI continued to add references to the comprehensive PADs Literature Review to strengthen the empirical basis for implementing BBI's evaluation.

- A summary of our observation and interview activities is provided below:
  - County – specific Subcontractor meeting observations: **63**
  - County Champions and other project meeting observations: **33**
  - Technology, PADs Template, and Marketing Workgroup observations: **70**
  - In-person Chorus – led County provider and partner on-site meetings: **12**
  - Interviews with County Managers, County-employed Peer Specialists and County Community Partners/Stakeholders: **34**
  - Annual Project Convenings: **2**

Preliminary Assumptions from the Research

Observation and interview data that we obtained throughout the year have yet to be coded and analyzed in order to report findings with empirical validity. Interviews with key community stakeholders including hospitals, law enforcement, other crisis and first responder agencies, and priority population providers were begun during the year and will continue during 2024. The data that was obtained and reviewed over the course of the year nonetheless allows BBI to present some emerging assumptions and concerns related to the process and outcomes associated with the design and implementation of the web-based PADs platform and address each component of the CSH Systems Change Framework.

- **Key Signs of Changes to Power**:

1) BBI observed that Peers from almost all participating counties were involved in meetings and workgroups from the start of the project, and their perspectives and input on the template, web-based platform and marketing were sought, valued and included in plans and products. They also helped ensure that the language, format, and intent of the web-based platform reflected perspectives gained from their lived experiences. Inclusion of the Peer voice was further strengthened by the addition of Peer-run advocacy organizations Painted Brain and Camphro as key project partners tasked with designing the PADs template upon which the platform will be based.

   Challenges: Peer participation in Technology and other workgroups has been primarily from county-employed Certified Peer Specialists. However not all counties have these staff. We note that in order for the project to be viewed as Peer -advised and enabled across all 7 counties, those counties without Peer representatives should consider how to make the voices of their Peer constituencies heard.

4

Appendix SS: PADS Annual Report, Burton Blatt Institute-Evaluation/Technology (Page 5 of 8)

2) We also observe that development of the power to implement systems change is also being addressed by the active participation of some of the community agency stakeholders who would be likely to encounter peers in crisis when a PAD might be used. Our preliminary assumptions imply that including law enforcement, hospital staff, MH Crisis Teams and others in workgroups to share how they would access and use web-based PADs in their line of duty potentially empowers them and their sponsoring agencies to 'own' the product and may strengthen its potential for adoption and use.

   Challenges: Although most counties are represented in workgroups by law enforcement, hospitals, and other community partners and stakeholders, not all counties are so represented. Without stakeholder participation from all counties, varying levels of acceptance and use of the platform among community stakeholders, and/or delay in its testing while these issues are identified and resolved may emerge.

- **Key Signs of Changes to Money:**

1) A key feature of this project is its designation, use and incorporation of Mental Health Services Act (MHSA) "Innovation Funds" to support its development and implementation. County Managers talked about how the funding source allows them to exercise creativity and encourages them to develop the internal and external partners needed to address the myriad elements of the project. It also supports their allocation of time to the project in addition to their other responsibilities. It appears that having a dedicated funding stream used by all counties may also contribute to a shared sense of project-identity among counties, that BBI will explore more fully in its research.

2) BBI observes that the way that the PADs Innovation Funding as a funding source shared by 7 counties who pursue the same goals and outcomes and work with the same subcontractors may help to avoid the fragmentation and overlap that challenges many projects of this scale and scope. The project funding scheme also designates a single management and oversight entity, Concepts Forward Consulting that has been instrumental in ensuring that the project is implemented according to its goals, adheres to its timeline, and that all subcontractors and partners work closely with counties and each other as an integrated team,

   Challenges: Potential changes in the Mental Health Service Act could significantly impact the amount of funds counties have to continue programs. County staff often mention future funding as a concern in continuing and scaling up their PADs projects.

- **Key Signs of Changes in Habits:**

1) The PADs Innovation Project is somewhat unique in the experiences of counties who have generally implemented their own MH projects, but who have rarely participated with other counties to implement a joint initiative. Our preliminary assumption is that

regular zoom and in-person regular meetings as a group has begun to positively influence changes in habits among counties often heretofore pursuing separate initiatives. We are beginning to observe that they share a sense of project-identity, participate in regular cross county communication and knowledge exchange, and are developing a general familiarity with each other's challenges and successes that had not occurred previously.

2) PADs county MH Departments and their community partners and stakeholders appear to be developing a pattern of interaction across their respective services and systems. Ongoing communication with each other, primarily through Technology Workgroups includes discussions about embedding the web-based platform as component in the regular routines and operating procedures of law enforcement and hospitals. We note that the intent by county MH departments to reach out and involve these agencies and discuss how they can use the platform within their service systems represents another potential project innovation.

Challenges: We observed varying levels of engagement among counties in providing input and feedback on the content, design, and marketing of the PAD's platform, with some counties demonstrating more active participation than others. This could also be due to the staff turnover among some counties, with new PADs Managers entering the project at various times in its development.

- **Key Signs of Changes in Technology and Skills:**

1) A key feature of the 7 county PADs Innovation Project in the opinion of the Project Manager and many County Managers is the development of its web-based platform. PADs in some form are being implemented across 27 states, and SAMHSA and its partner the American Psychiatric Association (APA) have developed and promulgated a web-based PAD application supported by a website, webinars and supporting materials. (https://smiadviser.org/padapp) BBI notes that many of the definitions and response fields developed for the SAMHSA/APA web-based PAD parallel those that are being developed in California. Both products could be accessible and used by Peers through their smart phone and using a QR code. However, the CA PADs project is also attempting to customize its product for Peers who may be challenged by diverse other conditions that may compromise their ability to develop and retrieve their data. These can include being homeless or being incarcerated, as well as having poor literacy skills and technology skills and for those requiring the App in languages other than English. Preliminary interview data suggests that these and other barriers are not only being recognized by CA PADs project partners, but efforts to consider how the app can be accessible to all Peer users are being seriously considered.

2) In addition to police officers and hospitals, we note that the platform is being developed within the context of CA Senate Bill 43 that establishes 'Care Courts' that would require counties to provide comprehensive treatment to the most severely impaired and untreated Californians and hold patients accountable to their treatment plan. Discussions about promoting the PADs web-based platform as a resource that Care Courts could consider when determining how to provide treatment that honors a Peer's preferences are also

Appendix SS: PADS Annual Report, Burton Blatt Institute-Evaluation/Technology (Page 7 of 8)

occurring. Furthermore, preliminary efforts are being made to determine how the web-based PADs platform can be integrated into the CLETS system. This case identification technology is mandated for use by law enforcement and Crisis Teams among all counties.

Challenges: The SAMHSA/APA app as currently available requires Peers to have some familiarity with the use of technology and sufficient literacy skills to comprehend the instructions. Staff and partners we have interviewed identified three main barriers to the use of the PADs platform by peers. As the platform is tested and deployed, these barriers should be considered:

- Challenges with technology
- Reading comprehension
- The time it might take to complete a PAD.
- The availability of staff support to assist Peers in completing, accessing and updating their web-based PAD.

- **Key Signs of Changes in Ideas or Values**:

1) County Managers and staff, including Peer Specialists, community partners and stakeholders, and family members and others who have participated in workgroups articulate the belief that the web-based platform is a potentially valuable tool for ensuring Peer human rights and self-determination. Counties have identified a diverse range of conditions and circumstances affecting treatment and recovery of Peers. They may interact differently with MH services, legal authorities, personal support systems and these may also be influenced by the urban and rural communities where they reside. Chorus has been clear that the initial 'build' phase of the project will establish a foundation for future customization that directly applies to diverse Peer constituencies. While BBI will continue to gather data on this progress, we note that consensus about the ideas and values of self-determination is a foundation that guides project implementation.

Challenges: The web-based platform is intended for use by Peers with diverse conditions and circumstances. Chorus implemented a series of county-level direct information sessions with agencies serving county identified Peer priority groups. However, it appears that more intensive efforts to obtain greater Peer priority population representation from all counties in the build and testing phases may be necessary.

Challenges Encountered and Resolved During the Reporting Period

- Dr. Galstyan took maternity leave from mid-September through mid-December. Dr. Shaheen and Ms. Torrence, assisted by other members of the BBI research team were able to continue to implement the evaluation and meet all deliverables during that time period.
- Identifying community partner agency, law enforcement and other stakeholders and obtaining their participation in interviews continues to be a challenge in some counties.
- Fresno ends its Phase 1 project by June 30, 2024. However, we have been challenged to

Appendix SS: PADS Annual Report, Burton Blatt Institute-Evaluation/Technology (Page 8 of 8)

identify and interview community agency partners and stakeholders who also know enough about the project to provide useful data. BBI and Fresno PADs Managers will address this concern early in 2024.

Plans and Expectations for Calendar Year 2024

- We will seek approval from the SU IRB during the First Quarter of 2024, enabling BBI to schedule and conduct interviews Peers identified as county priority populations to obtain their insight into the access, use, and potential value of the PADs web-based platform.
- We will continue to update the BBI implementation plan located on the PADs share drive.
- BBI expects to participate in person at the April partners convening in Shasta.
- We will work closely with Fresno County PADs Managers to fast track their schedule of stakeholder and Peer interviews so that we can summarize their data for a brief report we will provide to them after July 1, 2024.
- BBI is preparing work plans and budgets to support the expected expansion of the PADs project to additional counties in 2024.

8

Appendix TT: PADS Annual Report, Chorus Innovations- Technology (Page 1 of 8)

Chorus Innovations: Year End Project Update

Summary of Work Completed January - December 2023

1. Summary of Activities and Accomplishments

Chorus Innovations (Chorus) has embarked on a transformative journey over the past year, marked by a series of dynamic activities and notable accomplishments.

Participatory and Community-Centered Engagement Activities:

- Chorus, in partnership with Concepts Forward Consulting, Painted Brain, CAMHPRO, and the participating counties, started three monthly technology workgroups for peers, caregivers & family members, and first responders & services providers with participants across all of the seven counties. Chorus has maintained these monthly meetings throughout the year and used these workgroups to obtain valuable community feedback.

- In partnership with peers from the technology workgroups, Painted Brain, and CAMHPRO, Chorus created the user persona of Richard, whose story has been used to highlight the profound impact of the digital PAD. This persona has been utilized in multiple in-person workgroups with peers within the participating counties and in various presentations to the community about the PADs project.

- Chorus provided in-person community engagement sessions in Fresno, Shasta, Mariposa, Orange, Monterey, and Contra Costa counties to peers, caregivers and family members, and law enforcement. The purpose of these sessions was to obtain community feedback and build ongoing community relationships where participants can join Chorus' monthly technology workgroups in the future. In addition, Chorus staff participated in three ride along activities with law enforcement in Mariposa and Orange County to better understand how a PAD would be utilized by first responders in the field.

- In partnership with Concepts Forward Consulting and participating counties, additional presentations were provided to Orange County MHSA Planning Advisory Committee (PAC), Contra Costa Forensic Mental Health Team, and Shasta County's Mental Health Alcohol and Drug Advisory Board to share information about the PADs project to a larger community audience.

- In partnership with Concepts Forward Consulting and participating counties, co-led ongoing Terms of Service and Privacy Notice Workgroup meetings where a draft Terms of Service document is being developed and refined.

- In partnership with Concepts Forward Consulting, participated in an ongoing Legal and Legislative Workgroup where representatives from legal and psychiatric fields as well as from the California Behavioral Health Directors Association, Disability Rights California, Painted Brain, the California Hospital Association, Mental Health Services Oversight and Accountability Commission, NAMI California, and Patient's Rights San Diego have been present to discuss the PADs project.

Appendix TT: PADS Annual Report, Chorus Innovations- Technology (Page 2 of 8)

Application Development and Design

- Over the course of the year, Chorus created and refined the product development process, eventually landing on a Hub and Spoke interface which centralizes the app experience to the Crisis Directives page. The Crisis Directives page, or the "Hub," acts as the primary touch point before branching out to other crisis and treatment related preferences within the PAD. The benefit to this approach includes the ability to adapt to a non-linear experience where completion of the PAD template has no bound sequence or order. As a result, Chorus is able to explore UX and design patterns that encourage both guidance and a voice to peers as they complete their PAD.

- In partnership with Painted Brain and CAMHPRO, Chorus assisted with reorganizing the PADs template into an app friendly format to be used in the build of the technology. So far, the following sections are in strong consideration to be incorporated into the full PAD:
    - Onboarding
    - My Profile (Crisis Directives)
    - My Support System
    - My Dependents & Pets
    - Supporting Me During a Crisis
    - Current Medications and Preferences
    - My Psychiatric Treatment Preferences
    - My Medical Conditions and Treatment Preferences
    - Gender Affirming Treatment
    - Sign and Activate my PAD

  The following sections are being considered but require more follow-up from other stakeholders. Chorus is working with these stakeholders to refine these sections as appropriate:
    - Reproductive Health
    - Recovery and Reentry Support

- Over the course of the year, Chorus continued to evolve the wireframes of the application and developed an initial prototype for the peer experience of the PAD based on insights and feedback received during the many technology workgroups. This prototype has been displayed to participating counties and subcontractors during the September PADs Convening in Orange County.

- Over the course of its development, the design of the application has undergone a remarkable transformation, evolving from its initial iteration into a more sophisticated and user-centric interface. User feedback from all of the collective workgroups played a pivotal role, illuminating areas for improvement and guiding the design towards a more intuitive user experience.

- Chorus began building v1 of the application, with the focus on the peer experience. The Crisis Directives are slated to be completed and ready for initial testing by January. The remaining Treatment Directives are anticipated to be completed by February.

Appendix TT: PADS Annual Report, Chorus Innovations- Technology (Page 3 of 8)

2. Challenges Encountered and Resolved

Template Refinement

The PADs template required ongoing revisions as various stakeholders shared their feedback. As a result, Chorus worked closely with Painted Brain and CAMHPRO to restructure and reorganize the PADs template into a more app friendly format, with the focus on the Crisis Directives profile and putting a hold on other areas that require more stakeholder feedback.

Legal/Legislative and Terms of Service

Through discussions in the technology workgroups as well as in internal discussions, Chorus identified several compliance and risk issues that will need to be addressed in the terms of service/privacy policy created for the website application being developed. Several questions have also come up that pertain to the broader legal and legislative component of this project. In response to these questions, Concepts Forward Consulting convened an ongoing Legal and Legislative Workgroup, in which Chorus is participating. During these workgroups, concerns continue to be discussed and addressed to help move the PADs project forward. In addition, Concepts Forward Consulting and Chorus convened an ongoing Terms of Service/Privacy Notice Workgroup with representatives from all seven counties. This workgroup has led to a collaborative effort to create and review a Terms of Service draft document that is currently in the process of being refined and finalized.

3. Plans and Expectations for 2024

From January to December 2024, Chorus will plan for the following:

- Chorus to complete the peer experience build
- Begin testing of the web application with Painted Brain and CAMHPRO as well as peers involved with the PADs project to obtain feedback and iterate on the product design and functionality.
- Build out the full first responder/service provider experience in the web application
- Build out the healthcare agent experience in the web application
- Continue to host monthly workgroups to gather feedback
- Continue to engage in in-person community engagement activities with all participating counties
- Expand testing of the web application with the participating counties' priority population user groups
- Conduct tabletop exercises with all user groups present to simulate actual scenarios of web application usage
- Continue to iterate and improve on the product design and functionality
- Explore application and account access for all PAD users

4. Attachments

Appendix TT: PADS Annual Report, Chorus Innovations- Technology (Page 4 of 8)

Richard's Story

WHO IT WILL SERVE

Meet Richard.

He's an uncle, an artist, and Dodger fan who experiences a mental health condition.

Like everybody else, sometimes he needs his community to support him.

Let's see how the platform will support him and the various service providers.

MHSA Psychiatric Advance Directive (PAD) | Multi-County Innovation Collaborative

ONBOARDING & SETUP

His decisions, His voice, His choice.

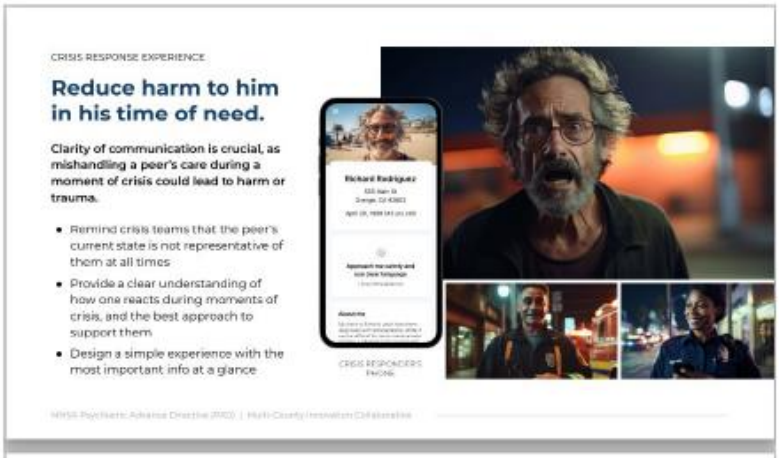
He's especially vulnerable when in a moment of crisis, so it's important that we understand him.

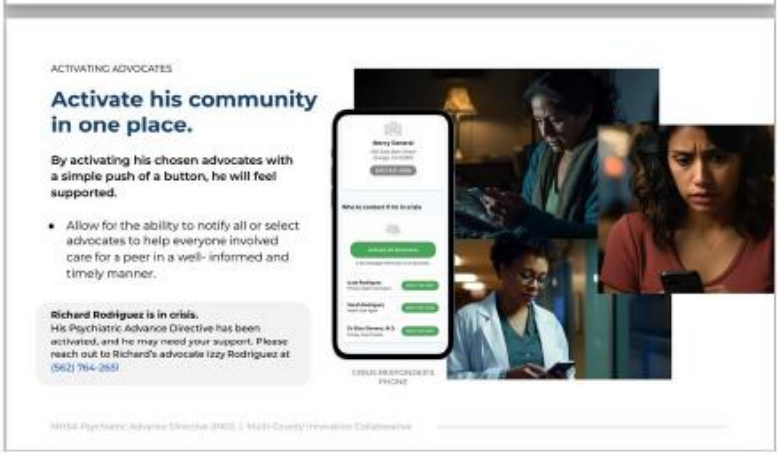
- Move from a 50-page medical form to a social media-like profile
- Ensure it's quick, personalized, and easy to comprehend
- Empowered with simple security and sharing preferences

RICHARD'S PHONE

MHSA Psychiatric Advance Directive (PAD) | Multi-County Innovation Collaborative

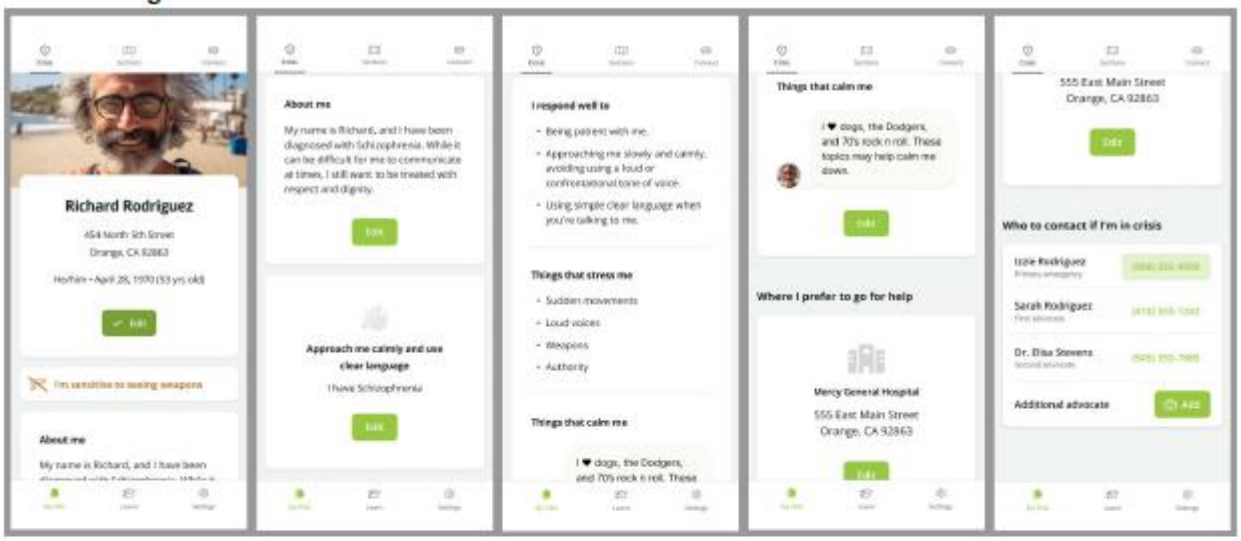
Appendix TT: PADS Annual Report, Chorus Innovations- Technology (Page 5 of 8)





Appendix TT: PADS Annual Report, Chorus Innovations- Technology (Page 6 of 8)

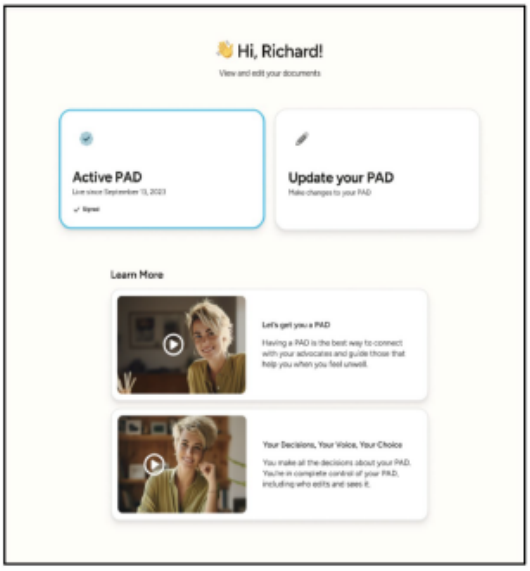
Wireframe Designs

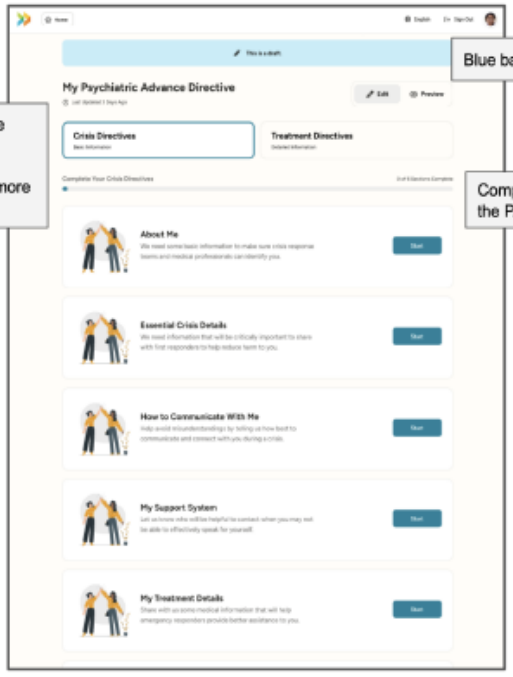


Community Engagement in Mariposa County

Appendix TT: PADS Annual Report, Chorus Innovations- Technology (Page 7 of 8)

Current App Designs





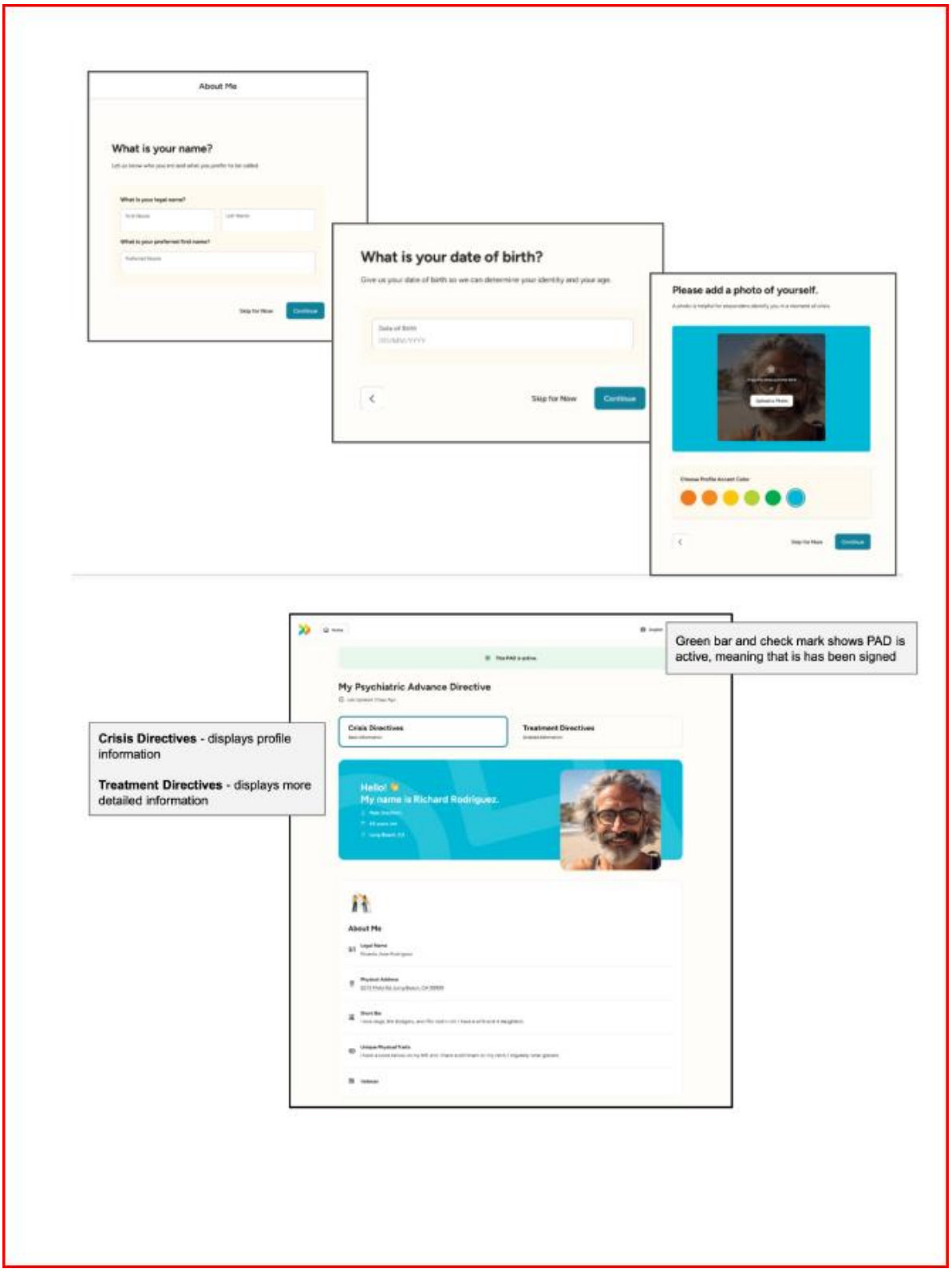
Crisis Directives - displays profile information

Treatment Directives - displays more detailed information

Blue bar shows the PAD is in draft

Completion bar shows how much of the PAD has been completed

Appendix TT: PADS Annual Report, Chorus Innovations- Technology (Page 8 of 8)



Appendix UU: PADS Annual Report, Idea Engineering- Marketing and Website (Page 1 of 11)

idea ENGINEERING

805-963-5399 | IdeaEngineering.com

Psychiatric Advance Directives 2023 Summary Report

Introduction

During 2023, Idea Engineering (IE) led the development of a unique brand identity for the Psychiatric Advance Directive (PAD) project. Extensive input from stakeholders led to a selection of a logo, tagline and branding direction, and updates to all communications materials with the new brand.

The introductory videos for the project were also in development during the year, with scripting, reviews, planning, filming and editing of three videos: English and Spanish versions for peers, family members and caregivers, and the general public, and an English version for first responders, healthcare and other service providers.

Collaborative Development

Throughout the year, IE participated in collaborative planning sessions with county staff and other subcontractors. They included convenings with representatives from all counties and subcontractors in Monterey County in March and Orange County in September. Monthly meetings included the full workgroup, subcontractors, "wrap" meetings with each county, marketing sub-workgroup meetings led by IE, and meetings with other subcontractors as needed. IE also visited tech and peer workgroups as needed to share logo, tagline and video concepts and request feedback from these stakeholders. The ongoing communication with shared perspectives and knowledge has contributed to the development of meaningful and cohesive branding and communications materials.

Marketing Sub-workgroup

Monthly meetings of the marketing sub-workgroup facilitated by Idea Engineering have provided valuable input as the branding and introductory videos developed. A focused group of county staff and subcontractors have reviewed communications materials in development before sharing with county leads for final approval. The marketing sub-workgroup will continue on an as needed basis going forward in 2024.

Psychiatric Advance Directive Branding

In 2023, logo and branding concepts were developed for the project, with ongoing input from key stakeholders including additional peer interviews, reviews at marketing and other meetings with county staff and subcontractors, and meeting with the Peer Template Workgroup and Technology Workgroups.

Branding

In the spring, a preliminary branding guidelines document was shared for review, with support agreed upon for the tone of the project, a balance of being "warm and inviting" with "professional and trustworthy." This and supporting language in the brand platform became the framework for developing and evaluating the logo and other identity materials as they were developed.

Logo

After initial exploration, the counties determined that the name would be "Psychiatric Advance Directive," to aid in building recognition for the phrase. Logo concepts included distinctive icons to aid in visual recognition when someone is in a crisis. The logo designs evolved during multiple rounds of feedback, then three options were shared via an online survey in English and Spanish. After a first round with input from peers and county outreach to priority populations and stakeholders, a second round of the logo survey was distributed online in collaboration with Chorus. The second round was narrowed to two logo options, and

Appendix UU: PADS Annual Report, Idea Engineering- Marketing and Website (Page 2 of 11)

audiences were targeted to include demographic gaps identified in the first survey. Alpha Omega reviewed both logo options with an eye to all upcoming threshold language needs and confirmed both options would work well across cultures. Upon review of survey results and recommendations from IE and Chorus, County representatives approved the logo design selection at the August Project Workgroup meeting.

Tagline

Tagline development was similar with multiple rounds of input and refining based on feedback, including reviews at Tech Workgroup meetings in September. At the Convening in September, County representatives voted to select "My Plan • My Voice" as the tagline for the project. The tagline provides a tone of personal power that supports the brand personality.

Branding

At the same Convening, IE shared initial options for visual directions for how the branding might extend to the website and other communications materials. The options were narrowed and revised based on input by peers and others from that meeting and following ones. In early November, county leads voted, selecting a branding design direction that includes engaging use of color, translucence and curves. IE began incorporating it across all materials and developing a brand guidelines document for use by all subcontractors and counties for unified messaging.

IE also drafted a shared Communications Guidelines document incorporating input from other subcontractors and disussions throughout the year, to support the goal of consistent written language for the PADs project. It includes a comprehensive list of key terms and phrases such as "peers" and "recovery" and style guidelines such as when to use the acronym "PAD." Initial feedback was received and will be incorporated with upcoming input from Painted Brain and CAMHPRO. Going forward, when agreed upon, all tems will be provided in both English and Spanish, and it will be shared with Alpha Omega for reference and for expansion to other languages as needed.

Stakeholder Engagement Promotional Materials

A standard PowerPoint template was developed for use by all subcontractors and county staff. Flyers were updated as needed, and expanded to additional audiences. They included a legislative advocacy sheet and a flyer for an informational session for Family Members & Caregivers. IE supported Painted Brain and CAMHPRO in customizing the PowerPoint presentation and flyers as needed.

Updates to all flyer and PowerPoint templates with the new branding were completed in December.

PAD Template Development

Idea Engineering participated in reviews of the template content and design at meetings led by CAMHPRO, Painted Brain and Chorus. IE and Chorus have met regularly to align development of the branding with the PAD template and technology platform.

PAD Introductory Videos

At the beginning of 2023, short, preliminary versions of the videos were proposed during planning meetings and filming was planned for February. Due to scheduling constraints, the preliminary versions were canceled before filming, and planning began for the videos as originally specified, 3-5 minute introductions to the project and what Psychiatric Advance Directives are for peers, family members, caregivers, and the general public, as well as a version for first responders, healthcare and other service

Appendix UU: PADS Annual Report, Idea Engineering- Marketing and Website (Page 3 of 11)

providers. The peer/general version will be delivered in eight threshold languages, and the complex planning for interpretation and translation needs included consultation with subcontractor Alpha Omega.

Scripts and storyboard concepts were developed to include a balance between short clips from peer, first responder and healthcare provider interviews with a narrator speaking while scenes illustrate the value of PADs. Planning was discussed and storyboards reviewed during meetings with county staff and subcontractors, at Marketing meetings and at Peer ad Professional Tech Workgroup meetings. The script was fine-tuned based on responses from peers and others during the process.

A key part of the videos are interviews with peers, first responders and healthcare providers. Recruiting and scheduling proved to be extremely challenging, with only one healthcare provider available, and first resopnders and Spanish peers being represented by actors. However, the three peers who participated provided valuable points of view, which will make the video extremely relatable and engaging.

Filming took place over multiple days, with interviews and actors speaking to the camera in October, and b-roll scenes in November. They included scenes of a peer in crisis, with first responders; and of peers with facilitators, healthcare providers, family members and by themselves, looking at their PAD on a variety of devices. The actors show diversity in race, age and gender, reinforcing the accessibility of PADs. Photos were also taken of key scenes for potential use in other communications materials such as the website and flyers. Editing is in progress for the English and Spanish versions with delivery anticipated in early 2024.

Website

The website www.padsca.org serves as the public facing online information portal for the project. During 2023, content updates included a new "For Peers" page with informational sessions listed, and a new "Technology" page featuring the advantages of a digital system, a technology overview, and updates from ongoing workgroup sessions, and a Contact page. IE continued to provide hosting and technical maintenance for the website, and monthly analytics reports.

In fall of 2023 a new website design was developed incorporating the new branding. The design was approved and programming is in progress, with content updates being incorporated based on input from the Marketing sub-workgroup. The new site is expected to go live in early 2024.

Upcoming

- In 2024, Psychiatric Advance Directive brand identity usage guidelines will be completed, as well as the shared Communications Guidelines.
- IE will continue developing PADs Toolkit promotional materials such as brochures, postcards and social media graphics.
- Stakeholder communications will include new handouts for Healthcare Agents and Family Members & Caregivers, with content currently in development by Painted Brain & CAMHPRO.
- The introductory videos in English and Spanish will be completed, and customized versions for the other threshold languages will be developed.
- The training videos are anticipated to begin development in summer 2024.
- The new website will go live, with ongoing content updates and technical support.

Appendix UU: PADS Annual Report, Idea Engineering- Marketing and Website (Page 4 of 11)

LOGO INPUT – RESULTS

Psychiatric Advance Directive	Psychiatric Advance Directive	Psychiatric Advance Directive
• All: 75 • Peers: 43 • Chorus • Idea Engineering	• All: 73 • Peers: 41	• All: 25 • Peers: 6

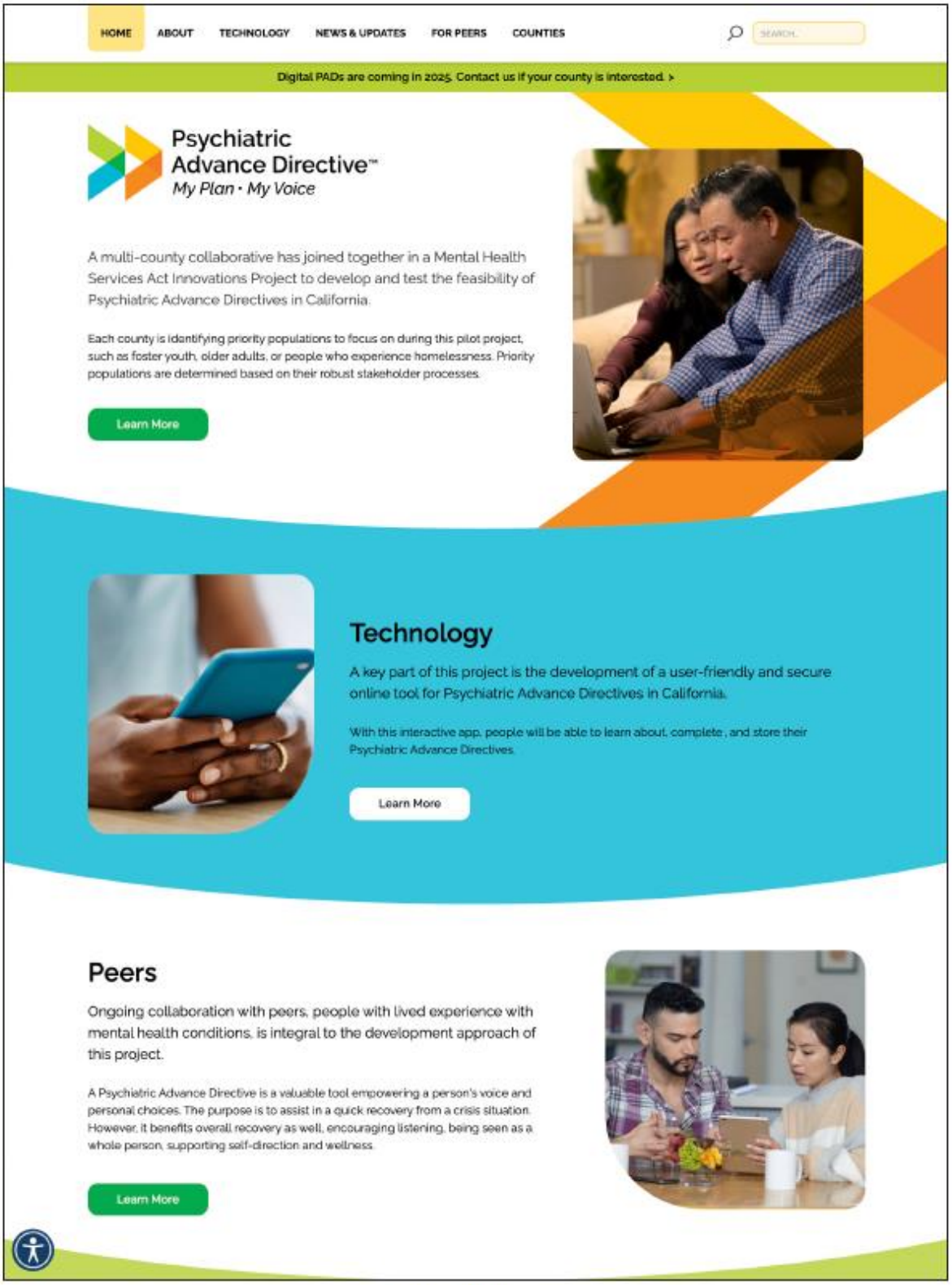
Logo & Tagline

Appendix UU: PADS Annual Report, Idea Engineering- Marketing and Website (Page 5 of 11)

Flyer Templates

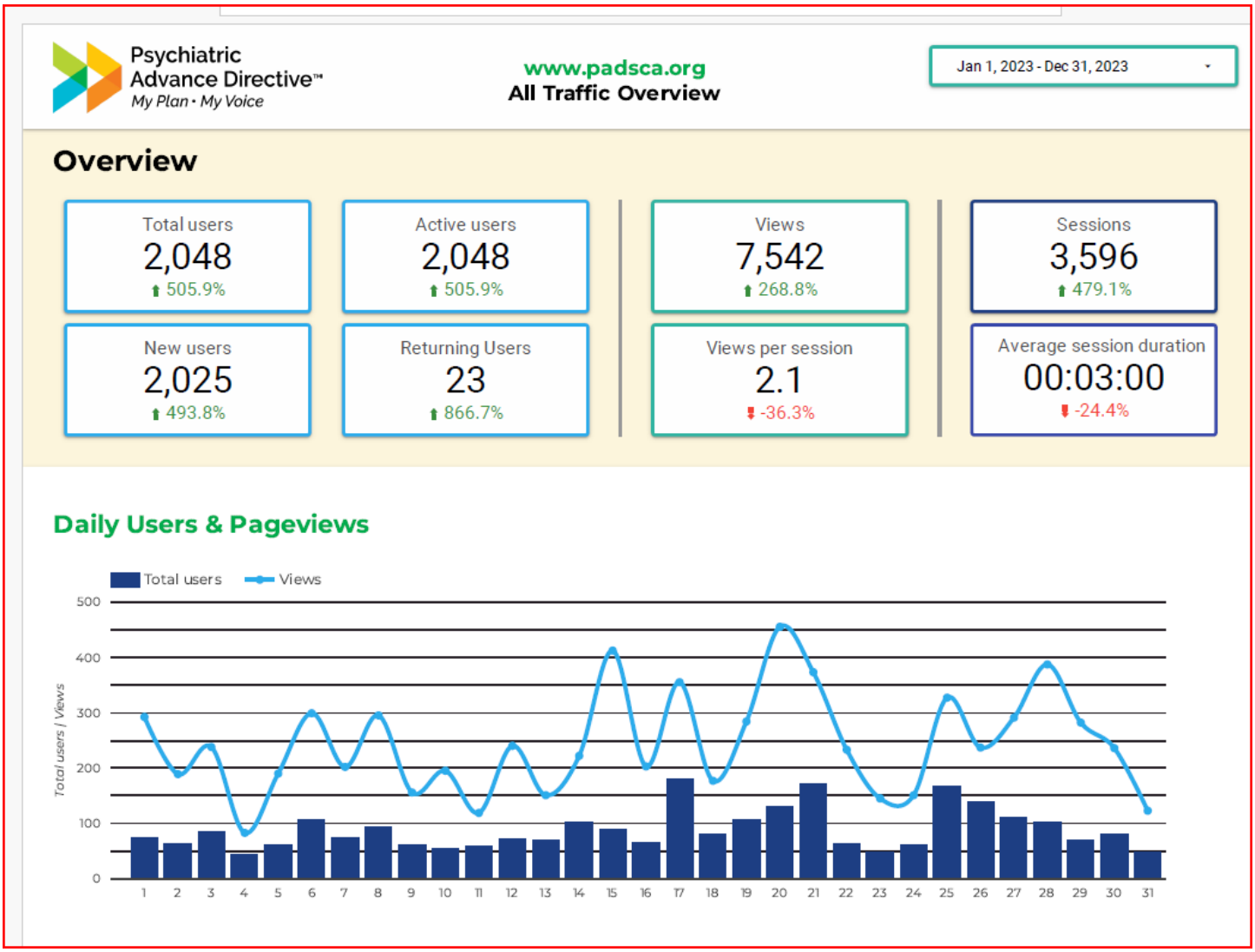
Appendix UU: PADS Annual Report, Idea Engineering- Marketing and Website (Page 6 of 11)

Appendix UU: PADS Annual Report, Idea Engineering- Marketing and Website (Page 7 of 11)



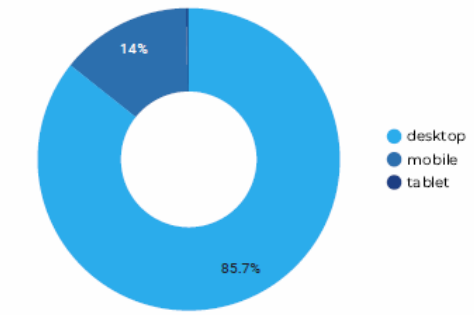
Website (in Progress)

Appendix UU: PADS Annual Report, Idea Engineering- Marketing and Website (Page 8 of 11)



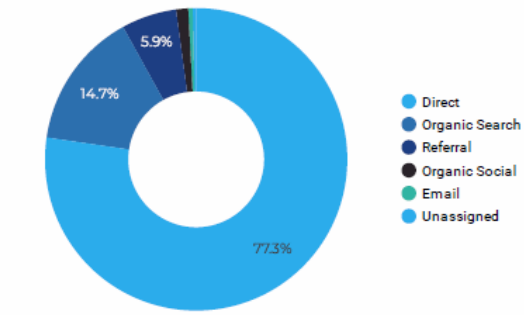
Appendix UU: PADS Annual Report, Idea Engineering- Marketing and Website (Page 9 of 11)

Users By Device Type



	Device category	Total users
1.	desktop	1,759
2.	mobile	288
3.	tablet	6
	Grand total	2,048

Users By Traffic Source



	Channel Group	Total users
1.	Direct	1,625
2.	Organic Search	308
3.	Referral	124
4.	Organic Social	27
5.	Email	10

User Location

	City	Views ▾
1.	Los Angeles	919
2.	Santa Maria	563
3.	Santa Barbara	532
4.	Goleta	400
5.	Oxnard	315
6.	Sacramento	287
7.	Cheyenne	277
8.	Moses Lake	276
9.	Undetermined	249
	Grand total	7,542

1 - 100 / 358

Users by Language

	Language	Views ▾
1.	English	7,538
2.	Spanish	3
3.	German	1
	Grand total	7,542

1 - 3 / 3

Appendix UU: PADS Annual Report, Idea Engineering- Marketing and Website (Page 10 of 11)

Top Page Views

	Page Title	Views
1.	PADs CA - Psychiatric Advance Directives	3,129
2.	Counties	791
3.	What is a PAD?	678
4.	News & Updates	531
5.	For Peers	508
6.	Technology	440
7.	Orange County	181
8.	Contra Costa County	120
9.	Shasta County	116
10.	Tri-City Mental Health Authority	107
	Grand total	**7,542**

1 - 10 / 44

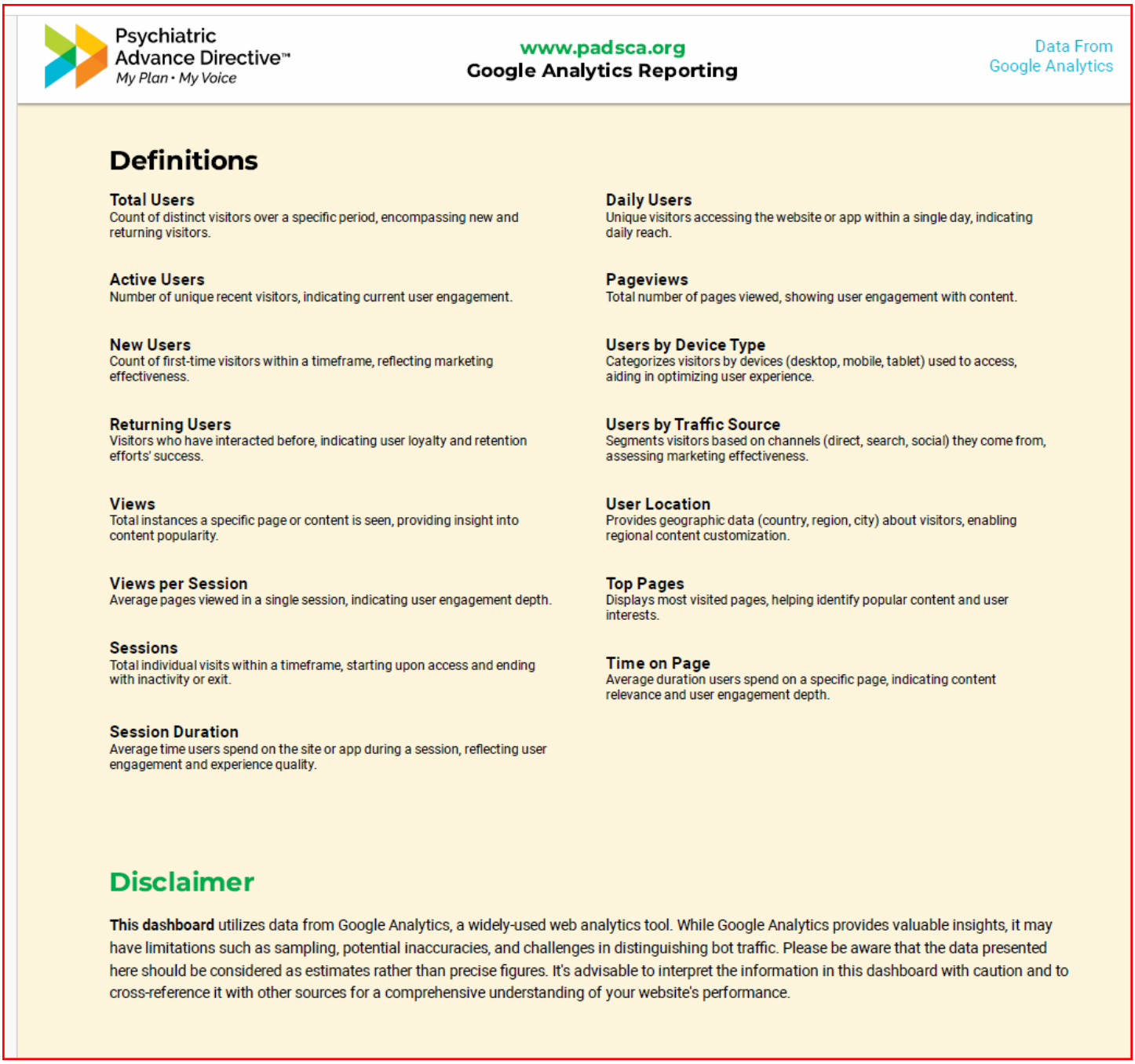
Top User Engagement

	Page Title	Avg Time
1.	About	00:04:44
2.	Technology	00:01:56
3.	Counties Testing	00:01:42
4.	What is a PAD?	00:01:13
5.	Technology	00:01:03
6.	For Peers	00:00:54
7.	Monterey County	00:00:47
8.	Fresno County	00:00:36
9.	Counties	00:00:35
10.	Planning Meeting in Orange County	00:00:33
	Grand total	**00:01:03**

00 01:40 03:20

1 - 10 / 37

Appendix UU: PADS Annual Report, Idea Engineering- Marketing and Website (Page 11 of 11)



Psychiatric Advance Directive™
My Plan • My Voice

www.padsca.org
Google Analytics Reporting

Data From Google Analytics

Definitions

Total Users
Count of distinct visitors over a specific period, encompassing new and returning visitors.

Active Users
Number of unique recent visitors, indicating current user engagement.

New Users
Count of first-time visitors within a timeframe, reflecting marketing effectiveness.

Returning Users
Visitors who have interacted before, indicating user loyalty and retention efforts' success.

Views
Total instances a specific page or content is seen, providing insight into content popularity.

Views per Session
Average pages viewed in a single session, indicating user engagement depth.

Sessions
Total individual visits within a timeframe, starting upon access and ending with inactivity or exit.

Session Duration
Average time users spend on the site or app during a session, reflecting user engagement and experience quality.

Daily Users
Unique visitors accessing the website or app within a single day, indicating daily reach.

Pageviews
Total number of pages viewed, showing user engagement with content.

Users by Device Type
Categorizes visitors by devices (desktop, mobile, tablet) used to access, aiding in optimizing user experience.

Users by Traffic Source
Segments visitors based on channels (direct, search, social) they come from, assessing marketing effectiveness.

User Location
Provides geographic data (country, region, city) about visitors, enabling regional content customization.

Top Pages
Displays most visited pages, helping identify popular content and user interests.

Time on Page
Average duration users spend on a specific page, indicating content relevance and user engagement depth.

Disclaimer

This dashboard utilizes data from Google Analytics, a widely-used web analytics tool. While Google Analytics provides valuable insights, it may have limitations such as sampling, potential inaccuracies, and challenges in distinguishing bot traffic. Please be aware that the data presented here should be considered as estimates rather than precise figures. It's advisable to interpret the information in this dashboard with caution and to cross-reference it with other sources for a comprehensive understanding of your website's performance.

Appendix VV: PADS Annual Report, Painted Bain- Peer Voice (Page 1 of 3)

Painted Brain and CAMHPRO: Annual Report for MHSA's Multi-County Innovations Project

Over the contract year 2023, Painted Brain and CAMHPRO have exceeded contract deliverables for the MHSA Multi-County Psychiatric Advance Directive Innovations Project. Below is a detailed overview of the program outcomes, challenges and outlook for the year 2024.

A. Summary of Activities and Accomplishments During the Reporting Period

Listening sessions

- Painted Brain and CAMHPRO (PB & CAMHPRO) had two in-person listening sessions per county between the months of February to March. This totaled 14 in-person listening sessions. The purpose of these listening sessions was to gather information on what peers and community members thought of Psychiatric Advance Directives.
    - In Each County, over the course of 2 days PB & CAMHPRO had a virtual meeting for peers and a separate meeting for community members.
    - PB & CAMHPRO had an additional monthly virtual listening session which was open to peers and community members in all 7 counties.
- PB & CAMHPRO had one virtual listening session in October that focused on training curriculum development. PB & CAMHPRO received input from the county peers about what they would like to see covered in the curriculum.

Work Groups

- PB & CAMHPRO hosted monthly virtual Peer Template Workgroups, where peers from all 7 counties reviewed the PADs template together. These meetings took place from January-July of 2023.

Cross-Contractor Collaboration

- PB & CAMHPRO have been working closely with Chorus to support the development of language for the mock-ups and final version of the PADs Digital Platform website.
- PB & CAMHPRO have been working with RAND to support the development of the training survey to include recovery language and measurable peer values.
- PB & CAMHPRO attended a monthly Tech Workgroup facilitated by Idea Engineering and provided feedback on a variety of topics, including:
    - Marketing materials such as recovery language on flyers
    - Verbiage for the official PADs website
    - Feedback for the PADs website user interface
    - Other feedback as necessary.
- PB & CAMHPRO participated in the recording of promotional videos for Idea Engineering relative to the Innovations project. The peers shared their story and provided perspective on why PADs are important.

Appendix VV: PADS Annual Report, Painted Bain- Peer Voice (Page 2 of 3)

Milestones

- PB & CAMHPRO and the County Peers worked together to get the first draft of the PAD template sent to Chorus so they could begin implementing the template in the Digital PADs Platform
- PB & CAMHPRO successfully incorporated Peer Values into the PAD template and eliminated stigmatizing language
- PB & CAMHPRO incorporated the peer voices and feedback from all 7 counties into the train-the-trainer curriculum and PAD template
- PB & CAMHPRO presented about project at SHARE's Peer Workforce Conference "Bridging Research and Practice"
- PB & and Kiran Sahota presented with Health Management Association (HMA) on PADs for the CARE Act
- PB brought peer needs and concerns to the PADs legislative workgroup
- PB & CAMHPRO made significant progress on the Train the Trainer Curriculum
- PB & CAMHPRO met all deliverables
- PB & CAMHPRO have made the PADs template so exhaustive that it serves as a "tool-box" for individuals in a mental health crisis

B. Challenges Encountered and Resolved During the Reporting Period

1) Balancing the needs of all counties.

- Varying size of counties.
- Population size, diversity and resources vary.
- The amount of peers employed to send to work groups vary.
- Some Counties face unique transportation issues due to the rural setting.
- Some Counties face internet and technology inequity.

As a result the project began meeting with Counties on a separate basis so that we could assess and address the needs of each county.

2) There were several unanticipated challenges with getting feedback from the nine identified threshold language groups. Next year, we hope to focus on receiving feedback from target groups.

C. Plans and Expectations for the Next Reporting Period

- Complete Train the Trainer Curriculum and receive feedback from all 7 counties
- Train peers in all 7 counties to be trainer
- Develop peer advocacy groups to support the peer voice in PADs

Appendix VV: PADS Annual Report, Painted Bain- Peer Voice (Page 3 of 3)

D. Attachments

Attendance info:
https://drive.google.com/drive/folders/1LjubSb5Tja0bwEsQ5mXca3C_VAGucpIL

Convening Slideshow:
https://docs.google.com/presentation/d/1ZEC6_7t-h7Eb4EwsB1BKTZY52DSL9BiW/edit?usp=sharing&ouid=104331190930935840814&rtpof=true&sd=true

Appendix WW: PADS Annual Report, RAND- Evaluation/User experience (Page 1 of 2)

RAND – PADs Evaluation 2023 Year-End Summary

Summary of Activities and Accomplishments During the Reporting Period

RAND has attended ongoing meetings with subcontractors and/or counties in order to plan the evaluation and revise our approach based on the overall platform development. RAND has also met with Chorus and BBI on a 1:1: basis to discuss specific aspects of the proposed evaluation and to tailor the evaluations to reduce participant and/or county burden. RAND has also had monthly or bimonthly meetings with Painted Brain/CAMHPRO since May. These meetings have been used to discuss various aspects of the training evaluation, to learn more about the training curriculum under development, and to solicit feedback from Painted Brain/CAMHPRO on the evaluation survey with trainees.

RAND leads (Eberhart, Siconolfi) attended the September 2023 in-person convening in Orange County. RAND delivered a presentation on our work to-date and the proposed evaluation design for Peer Supporters (training evaluation) and Peers who completed a PAD (outcomes evaluation). The meeting also included group discussions and planning for a range of implementation and evaluation decisions.

Finally, the RAND team has continued biweekly internal team meetings for strategic planning between these larger, multi-stakeholder meetings.

Training evaluation

RAND developed and finalized the training evaluation protocol. This included a literature review to identify relevant constructs/measures, the development of a retrospective post-training survey and a post-training focus group protocol, and preparation of various logistics and administrative materials (e.g., recruitment materials, consent forms, info sheets, etc.). We submitted the training evaluation packet for Institutional Review Board (IRB) review/approval by RAND's internal IRB in December 2023.

Evaluation with Peers who completed a PAD

RAND also developed a workflow to enable a "two-level" evaluation with PADs platform users. The first level is a Mini Survey, an optional feedback form within the platform that elicits basic demographics, basic feedback on the PADs experience, and permission for future outreach by RAND. The second level is the "full evaluation" with PADs users. The sample for the full evaluation will be drawn from the Mini Survey participants who consented to outreach by RAND. We iterated the Mini Survey and its workflow (level 1) in consultation with counties and other subcontractors in 2023, and have finalized a working model. This aspect of the protocol was also submitted to RAND's IRB in December 2023. RAND is currently developing the remaining evaluation protocols (survey and/or interview/focus group protocols) for the Peer/PADs Consumer evaluation.

Challenges Encountered and Resolved During the Reporting Period

RAND has continued to adapt our originally-proposed evaluation to recent changes in the scope and focus of the innovation project.

Appendix WW: PADS Annual Report, RAND- Evaluation/User experience (Page 2 of 2)

RAND's evaluation activities inherently dependent on the development and implementation of the PADs Peer Supporter training and the launch of the PADs platform. In Fall 2023, RAND identified potential challenges to implementing the full evaluation within the remaining Phase 1 time (ending June 2025) if the launch of the training and/or platform was pushed back beyond early 2024. Our evaluation design includes longer-term follow-up windows (e.g., interviews/focus groups with trainees several months after they completed the training and have accrued "live" experience in the field facilitating PADs; surveys/interviews/focus groups with PADs consumers several months after they have completed their PAD). Further delays in the launch of the training and/or platform will shorten the period of time available for follow-up, because RAND will need time to analyze the data and prepare the final report before the project ends in June 2025.

We have communicated these potential challenges to the project coordinator and larger PADs Innovation group. As of December 2023, we believe we will still be able to implement the training and outcomes evaluations as-planned if the training and platform hit the launch targets of January/February 2024. Based on the degree of timeline slippage for training/platform launch beyond that target, we may need to shorten follow-up windows, or truncate some evaluation activities.

Plans and Expectations for the Next Reporting Period

The RAND team expects that data collection for its evaluation will begin shortly after the New Year.

RAND will also finalize the remaining evaluation protocols (survey and/or focus groups with Peers who have completed a PAD) and submit this for IRB review and approval. Following approval, we expect to launch this aspect of data collection in Spring 2024.

RAND will also begin working on analysis and reporting, following the implementation of data collection.

Anticipated accomplishments by end of FY2024

Based on the current overall project timeline, we anticipate that RAND will have launched and implemented training-related evaluation activities. We also expect that we will have developed and launched activities focused on the Peer-level impacts of PADs.

Appendix XX: PADS Annual Report, Syracuse University- Fiscal Intermediary (Page 1 of 3)

Burton Blatt Institute
SYRACUSE UNIVERSITY

Fiscal Intermediary Updates for 2023

Overview

Syracuse University continued to serve in the role of Fiscal Intermediary for the Psychiatric Advance Directives (PADs) Project, which is a Mental Health Services Act Innovations Project involving the collaboration of multiple California Counties; namely, Contra Costa County, Fresno County, Mariposa County, Monterey County, Orange County, Shasta County and the Tri-City Mental Health Authority. In addition to the expertise and excellence in the programmatic areas of Disability Research and Advocacy that Syracuse University's Burton Blatt Institute brings forth to the PADs Project, Syracuse University has a dynamic research administration team that supports the world-class, top-tier research performed on campus and around the world. Syracuse University's Office of Sponsored Programs and Office of Sponsored Accounting provide the critical infrastructure to support the PADs Project contract(s) administration and fiscal oversight. Our offices primary functions are to facilitate the responsible and efficient stewardship of grant and contract funded projects from various external funding agencies. As a result of the significant federally funded research conducted by Syracuse University, we are required by federal policy, law, and regulations to have rigorous and well-documented fiscal oversight measures in place to responsibly administer these funds. Syracuse University routinely undergoes multiple audits from various agencies and external auditors with no material weaknesses noted in past years. Lastly, Syracuse University is a proud member of the Federal Demonstration Partnership (FDP), which is a cooperative of 10 federal agencies and over 200 research intensive institutions with the primary purpose to reduce the administrative burdens associated with research grants and contracts.

Why is this important to the PADs Project which is not federally funded? Syracuse University is able to leverage the best practices learned through its FDP membership to the benefit of all externally sponsored projects, including the PADs project. A prime example of this benefit is the University's enrollment in the FDP Expanded Clearinghouse which essentially provides a public facing organizational profile of Syracuse University, including audit and financial data that is regularly updated on an annual basis. To review Syracuse University's profile at any given time, simply navigate to this website (https://fdpclearinghouse.org/organizations/196) for the most recent information.

2023 Updates

Representatives from Syracuse University attended and presented at the PADs Project meeting held in Anaheim, CA September 11-12, 2023. Stuart Taub, Director, Office of Sponsored Programs, provided an overview presentation on Syracuse University's role, responsibility and financial update as the fiscal intermediary and fielded questions from the County representatives in attendance. Gary Shaheen, Project Director, Burton Blatt Institute, provided a presentation reflecting the Burton Blatt Institute at Syracuse University's progress on the Orange County Evaluation engagement with the PADs Project, and each fielded questions from County representatives following his presentation.

Appendix XX: PADS Annual Report, Syracuse University- Fiscal Intermediary (Page 2 of 3)

Seven (7) California Counties are actively engaged in funding the PADs Project, and with their authorization Syracuse University engaged subcontractors providing the necessary services for the PADs Project in the areas of Lead Project Management, Technology Platform Development, Marketing & Communications, PADs Advisory and Training, Peer Organization and Evaluation. During the 2023, with authorization from the Counties Syracuse University closed out the subcontract with Hallmark Compass and engaged Alpha Omega Translations.

Payment of subcontractor invoices continued in 2023 based on the proportional allocation distribution as originally established and each with approval from the Lead Project Manager. In **Table 1** below, we provide a fiscal status update of the PADs Project through December 31, 2023, on a County-by-County basis. Cumulatively across all counties, the project expenditures are tracking at 53.9% of the current **PADs Project** budget period which is from inception through June 30, 2025. **Table 2** reflects subrecipient spending to date. The "Obligated Amount" reflects each subcontractor's total budget for the period through June 30, 2024.

Please note, the time frames in which certain counties and subcontractors became engaged impacted the rates of expenditures shown. Contra Costa County's and Tri-City Mental Health Authority's involvement began months later that the other Counties. The largest portion of Mariposa County's budget is allocated to a Peer Organization for which Contra Costa County and Tri-City Mental Health Authority also include in their budgets but with subsequent start dates. The subcontract with Alpha Omega Translations was not executed until the summer of 2023. However, it is still expected the rate of expenditures for these counties will become more aligned with the overall allocation by the period ending June 30, 2024. Also, Fresno County's budget is compressed and scheduled to fully expend by June 30, 2024 compared to the others which are expected to end by June 30, 2025.

Table 1

Total Project Spending

County	Total Budget ending 6/30/24*	Actual Expenditures	% Expended
Contra Costa	$1,211,136	$386,125	31.9%
Fresno	$863,087	$555,968	64.4%
Mariposa	$79,660	$61,650	77.4%
Monterey	$498,828	$256,606	51.4%
Orange	$9,545,470	$5,382,257	56.4%
Shasta	$207,735	$107,779	51.9%
Tri-City	$313,264	$104,355	33.3%
PADS Project Sponsors	$12,719,180	$6,854740	53.9%

Appendix XX: PADS Annual Report, Syracuse University- Fiscal Intermediary (Page 3 of 3)

Table 2

Subrecipient Spending

Subcontractor	Invoiced through	Obligated Amount	Actual Expenditures	% Expended
Concepts Forward	11/30/2023	$656,181	$449,828	68.6%
Chorus	11/30/2023	$7,300,000	$5,491,665	75.2%
Idea	10/31/2023	$478,215	$302,435	63.2%
Rand	10/22/2023	$647,270	$137,310	21.2%
Painted Brain	7/31/2023	$296,593	$175,037	59.0%
Hallmark	06/30/2023	$73,440	$73,440	100%
Alpha Omega	8/31/2023	$206,607	$1,650	0.8%

Page 3 of 3

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-258

MEETING: June 18, 2024

TO: The Board of Supervisors

FROM: Kristina Keheley, Health and Human Services Agency Director

RE: Approve an Agreement with Jackson & Coker LocumTenens, LLC in the Amount of $600,000 for Staffing for Psychiatric Services; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Jackson & Coker LocumTenens, LLC in the Amount of $600,000 for Staffing for Psychiatric Services; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Jackson & Coker provides specialty independent contractor healthcare providers. This allows HHSA to provide expanded services to the community through convenient video sessions at our Community Health Center. This supplements our part-time psychiatrist on staff, who is available only two days per week. Jackson & Coker can also provide additional coverage in times of unanticipated need, such as a fire or other disaster.

HHSA recommends contracting to meet client needs. Jackson & Coker will locate, screen, and present licensed in the State of California to provide required mental health services.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors approved the fiscal year 2023-2024 agreement on October 17, 2023, through Resolution Number 2023-573. On December 19, 2023, the Board of Supervisors approved the First Amendment through Resolution Number 2023-656. On April 9, 2024, the Board of Supervisors approved the Second Amendment through Resolution Number 2024-131.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If this agreement is not approved, HHSA will have difficulty finding another provider to fulfill the required additional services.

FINANCIAL IMPACT

There is no financial impact on the county fund.

ATTACHMENTS

1. **Jackson&Coker Contract FY24-25 - V5 Addendum & COI**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

AGREEMENT FOR PSYCHIATRIC SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____day of _____, 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and Jackson & Coker LocumTenens, LLC, hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall be for a period of (3) three years, commencing July 1, 2024, through and including June 30, 2027, unless extended as provided by this Agreement.

2. SERVICES

Contractor is in the business of sourcing, screening, and presenting for clients independent contractor healthcare providers to provide their own independent medical services for entities such as County on a locum tenens basis (hereinafter referred to as "staffing services") as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing services and materials necessary to perform the Scope of Work.

Contractor shall use its best efforts to present independent contractor healthcare providers acceptable to County. County agrees to use its own independent judgment as to a contractor's qualifications, credentials, and background. County acknowledges that the ultimate decision as to a contractor's qualifications belongs to County. Further, County agrees that it, or its assigned facility, will verify at County's facility, the identity of any and all independent contractor healthcare providers presented by Contractor.

3. COMPENSATION

The maximum compensation payable to Contractor under this Agreement is $600,000, for the term of the agreement. The annual payment shall not exceed $200,000 per year based on rates as set forth in Exhibit B, "Cost Proposal", which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) of receipt of an approved invoice.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

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

(4) Professional Liability (Errors and Omissions): Insurance appropriate to Contractor's profession, with a limit of no less than $1,000,000 per occurrence or claim, $3,000,000 aggregate.

B. OTHER INSURANCE PROVISIONS

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

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

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

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

(10) County agrees to advise Contractor within 48 business hours of its notification of any incident or claim involving an independent contractor healthcare provider placed through Contractor so that Contractor may assist in its resolution.

5. HOLD HARMLESS/INDEMNIFICATION

Each party agrees to indemnify and hold harmless the other from and against any and all third-party claims, losses, damages, costs and expenses (including reasonable attorneys' fees) that arise out of or result from the negligent, reckless, or intentional acts or omissions of the indemnifying party (the "Indemnitor") to the extent cause by the Indemnitor. Indemnification is subject to: (a) the indemnified party promptly providing the Indemnitor written notice of the claim, (b) the Indemnitor's right to control the defense and settlement of the claim (provided that the Indemnitor unconditionally releases the indemnified party from all liability); and (c) the indemnified party providing reasonable assistance to the Indemnitor. Contractor's obligation to indemnify does not extend to any acts or omission of Providers except as related to failing to

screen and perform a commercially reasonable background check as outlined herein that should have been realized and disclosed at the time the Provider begins his/her assignment.

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Further, both parties agree that the independent contractor healthcare providers placed by Contractor under this agreement are 1099-independnet contractors of the Contractor and are not employees, agents or subcontractors of either party. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the

California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of Contractor under this Agreement will be permitted only with the express written consent of County.

11. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR:
Jackson & Coker LocumTenens, LLC
Attn: General Counsel
2655 Northwinds Parkway
Alpharetta, GA 30009

COUNTY:
County of Mariposa
P.O. Box 99
5362 Lemee Lane
Mariposa, CA 95338

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed

by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit B.

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

19. CAPTIONS

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word “person” includes corporations, partnerships, firms or associations, wherever the context so requires.

21. MANDATORY AND PERMISSIVE

“Shall” is mandatory. “May” is permissive.

22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

26. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's

assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA	JACKSON & COKER LOCUMTENENS, LLC
_____	_____
Miles Menetrey, Chair Board of Supervisors	Matt Hale, Senior Vice President
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Exhibit A
SCOPE OF WORK

Contractor will use its best effort to locate, screen, and present psychiatrist(s) and nurse practitioner(s) licensed in the State of California to provide psychiatric services ("Medical Services") on a temporary locum tenens independent contractor basis as requested by the County to meet the needs of the County. Acceptance of qualified candidates will be at the County's discretion. Hereinafter, the licensed psychiatrist(s) and nurse practitioner(s) are referred to as the Provider.

Contractor will also source, screen and present advanced practice providers (ie. Nurse practitioners and physician assistants) to provide clinical services to the County.

County will, whenever possible, provide in advance notice to Contractor of the need for a psychiatrist or nurse practitioner and the projected time frame.

Jackson & Coker
2655 Northwinds Parkway
Alpharetta, GA 30009
Phone: 800.272.2707
Fax: 800.936.4562

CLIENT AGREEMENT ADDENDUM (CALIFORNIA CLIENTS)

This **CLIENT AGREEMENT ADDENDUM** (this "addendum") is between _County of Mariposa___ ("Client" or "you") and **JACKSON & COKER LOCUMTENENS, LLC** ("J&C"," "we" or "us").

1.0 Overview
This Addendum provides additional terms and conditions related to the provision to you of our locum tenens employees to provide services for you or your facility(ies) within the State of California (each, an "Assigned Employee").

2.0 Workplace Safety
To assist us in meeting the obligations required for the selected Assigned Employees to provide services at your facility(ies), you agree that you or your assigned facility(ies) will:
2.1 Retain exclusive control over the safety of the facility(ies) where the Assigned Employees work, and retain sole responsibility for compliance by such facility(ies) with applicable federal, state and local health and safety laws, regulations, ordinances, directives and rules relating to the workplace;
2.2 Use best efforts to identify and eliminate all known workplace threats to Assigned Employees' health or safety;
2.3 Take reasonable steps to evaluate the worksite conditions pertaining to the health and safety of the Assigned Employees, by doing periodic inspections;
2.4 Use best efforts to identify all known hazards to the Assigned Employees' health and safety, inform the applicable Assigned Employees of such heath and safety hazards, and take all reasonable measures to eliminate such health and safety hazards;
2.5 Supply the Assigned Employees, according to the required specialty, reasonably maintained usual and customary equipment, usual and customary supplies, a suitable practice environment complying with accepted clinical and procedural standards and, as necessary, appropriately trained support staff to enable the Assigned Employees to perform the services;
2.6 Supply the Assigned Employees with appropriate and required personal protective equipment ("PPE");
2.7 Provide legally required training to the Assigned Employees regarding the safe performance of job duties, the proper use of PPE, and the maintenance of a safe work environment;
2.8 Use best efforts to establish and maintain a written, effective Injury and Illness Prevention Program ("IIPP") that protects the Assigned Employees;
2.9 Demonstrate to us that you have implemented specific safety programs as required by and in compliance with state mandates and OSHA requirements;
2.10 Cooperate with us in accident/injury investigations initiated by our workers' compensation insurance carrier or its representative;
2.11 Comply with all applicable Federal, State and local laws, including but not limited to the Civil Rights Act of 1866, 1964 (including Title VII), and 1991; the Age Discrimination in Employment Act ("ADEA"); the Americans with Disabilities Act ("ADA"); the National Labor Relations Act ("NLRA"); the Vietnam Era Veteran's Readjustment Assistance Act ("VEVRAA"); the Fair Credit Reporting Act ("FCRA"); the Immigration Reform and Control Act ("IRCA"); the Older Workers Benefits Protection Act ("OWBPA"); the Occupational Health and Safety Act ("OSHA"); the Uniformed Services Employment and Reemployment Rights Act ("USERRA"); the Genetic Information Non-Discrimination Act ("GINA"); and all other applicable local, state (including any and all states within the United States), and federal laws governing discrimination and harassment in the workplace and the regulation of wages and hours in the workplace; and
2.12 Represent and warrant that you have maintained, and will continue to maintain throughout the term of the Client Agreement and this Addendum, your workplace(s), machinery, equipment, and environmental factors in compliance with applicable workplace safety laws.

3.0 Onboarding and Orientation
To enable us to ensure that the selected Assigned Employees are properly prepared and oriented to provide services at your facility(ies), you agree that you or your assigned facility(ies) will:
3.1 Cooperate with us to assure that each Assigned Employee has submitted all documentation required for such Assigned Employee to be properly onboarded at your facility(ies);
3.2 Provide all Assigned Employees with orientation and/or training so that they become properly oriented to and familiar with your facility(ies) and your workplace safety policies;
3.3 Provide all Assigned Employees with training on your electronic health records ("EHR") system;
3.4 Distribute to the Assigned Employees all policies and procedures with which you expect the Assigned Employees to comply; and
3.5 Provide each Assigned Employee with a designated workplace manager or supervisor and, as applicable, with a supervising physician.

4.0 General
4.1 You agree to provide J&C with prompt notice of your inability to meet any of the provisions set forth herein.
4.2 Any conflict between the terms of this Addendum and the terms of the Client Agreement shall be governed by the terms of this Addendum.

[Signatures on next page]

Initial: _____

The effective date of this Client Agreement Addendum is _____ _____, 20_____.

CLIENT:

By: _____

Title: _____

Date: _____

Federal Employer ID:
_____

Notice Address:

Attn: _____
Fax: _____

JACKSON & COKER LOCUMTENENS, LLC:

By: _____

Title: _____

Date: _____

Notice Address:

2655 Northwinds Parkway
Alpharetta, GA 30009
Attn: _____
Fax: (800)936-4562

Exhibit B
COST PROPOSAL

Psychiatrist (Adult or Child)
Weekday Rate: $270.00-$300.00
Overtime Rate: $345.00- $392.00 (hours worked over 8 hours/day plus hours worked on the weekend,
including hours worked while on call)

Nurse Practitioner
Weekday Rate: $200.00- $230.00
Overtime Rate: $300.00- $345.00 (hours worked over 8 hours/day plus hours worked on the weekend,
including hours worked while on call)

Family Practice Physician
Weekday Rate: $210.00-$255.00 per hour
Overtime Rate: $315.00-$383.50 per hour

Family Practice Nurse Practitioner
Weekday Rate: $170.00- $200.00 per hour (w/ W2 CA Fee)
Overtime Rate: $255.00- $300.00 per hour (w/ W2 CA Fee)

Holiday: Premium of one-half of the daily rate
Perm Fee: 30K after 60 days of locums
The hourly rates are per hour per licensed provider or pro-ration thereof.
The all-inclusive rates include the provider's hourly rate, travel and lodging expenses, and malpractice insurance.
Holiday Premium: A premium of one-half of the daily rate (4 hours x weekday rate) will be charged for Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and any other holidays recognized by COUNTY should the PROVIDER render Medical Services/work on the holiday. The premium of one- half of the daily rate will be charged in addition to the full day rate or the actual number of hours worked, whichever is greater. Should PROVIDER have call duties on the holiday, the premium of one-half of the daily rate will be charged in addition to the Weekend/Holiday on-call rate.
RECRUITMENT FEE

COUNTY may enter into a direct relationship with a PROVIDER who has worked with COUNTY or has been introduced or presented by CONTRACTOR, following completion of 60 days locum tenens coverage by that PROVIDER. The recruitment fee is $40,000.00 for a physician, and $30,000.00 for an NP. The recruitment fee is payable for any PROVIDER introduced to COUNTY by CONTRACTOR who:

A. Accepts a position with COUNTY where PROVIDER was assigned or any facility, organization or group owned or operated by, or affiliated with COUNTY, within two

years of the date the PROVIDER was introduced or presented, or if the PROVIDER worked, two years from the last day the PROVIDER last provided Medical Services to COUNTY; or

B. Engages in locum tenens coverage for COUNTY, except through CONTRACTOR, within two years of the date the PROVIDER was introduced or presented and did not work, or if the PROVIDER worked, two years from the last day the PROVIDER last provided Medical Services to COUNTY.

C. The recruitment fee is due on the first day the PROVIDER performs any of the Medical Services listed above. Pending CONTRACTOR'S receipt of the recruitment fee, paid in full, all locum tenens fees based on the current rates structure will remain in full effect and due through the date on which the recruitment fee is paid in full. The locum tenens fees will not be credited against the separate recruitment fee. These obligations will remain in full effect regardless of the date of termination or cancellation of coverage or cancellation of this Agreement and whether or not either party is in breach of any term of this Agreement.

CONTRACTOR may enter into a direct relationship with a COUNTY PROVIDER who has worked with CONTRACTOR or has been introduced or presented by COUNTY. The recruitment fee IS $40,000.00 for a physician, $30,000.00 for an NP. The recruitment fee is payable for any COUNTY PROVIDER introduced to CONTRACTOR by COUNTY who:

A. Accepts a position with CONTRACTOR where COUNTY PROVIDER was assigned or any facility, organization or group owned or operated by, or affiliated with CONTRACTOR, within two years of the date the COUNTY PROVIDER was introduced or presented, or if the COUNTY PROVIDER worked, two years from the last day the COUNTY PROVIDER last provided services to CONTRACTOR; or

B. Engages in locum tenens coverage for CONTRACTOR, except through COUNTY, within two years from the last day the provider last provided Medical Services to COUNTY.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 9/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
DENISE D. BARNES
USI HEALTHCARE – A DIVISION OF USI SOUTHWEST, INC.
9811 KATY FREEWAY, SUITE 500
HOUSTON, TX 77024

CONTACT NAME: SATRINA AMODEI
PHONE (A/C, No, Ext): 713-490-4606 **FAX (A/C, No):** 713-343-5025
E-MAIL ADDRESS:

INSURER(S) AFFORDINGCOVERAGE	NAIC #
INSURER A: NATIONAL FIRE & MARINE INSURANCE COMPANY	20079
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
JACKSON & COKER LOCUM TENENS, LLC
2655 NORTHWINDS PARKWAY
ALPHARETTA, GA 30009

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DDYY/YY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABLITY CLAIMS-MADE | X | OCCUR **GEN'L AGGREGATE LIMIT APPLIES PER:** X POLICY | PRO-JECT | LOC			HN006655	10/01/2023	10/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS – COMP/OP AGG EMPLOYEE BENEFITS	$1,000,000 $1,000,000 $10,000 $1,000,000 $3,000,000 $3,000,000 $ N/A
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			N/A	N/A	N/A	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ N/A $ N/A $ N/A $ N/A
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS MADE DED | RETENTION $			N/A	N/A	N/A	EACH OCCURRENCE AGGREGATE	$ N/A $ N/A
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under **Y / N** DECRIPTION OF OPERATIONS below	N / A		N/A	N/A	N/A	WC STATU-TORY LIMITS | OTH-ER E.L. EACH ACCIDENT E.L. DISEASE – EA EMPLOYEE E.L. DISEASE – POLICY LIMIT	 $ N/A $ N/A $ N/A
				N/A	N/A	N/A	N/A	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remakrs Schedule, if more space is required)
COUNTY OF MARIPOSA HEALTH AND HUMAN SERVICES AGENCY IS INCLUDED AS ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY AS R EQUIRED BY WRITTEN CONTRACT.
CLIENT ID: 175727

CERTIFICATE HOLDER

COUNTY OF MARIPOSA HEALTH AND HUMAN SERVICES AGENCY
5362 LEMEE LANE
MARIPOSA, CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA, LLC.
TWO ALLIANCE CENTER
3560 LENOX ROAD, SUITE 2400
ATLANTA, GA 30326

102427800-ALL-AW-24-25

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Co	19682
INSURER B : Hartford Accident & Indemnity Co.	22357
INSURER C : Twin City Fire Insurance Co	29459
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Jackson & Coker Locum Tenens, LLC
2655 Northwinds Parkway Suite 300
Alpharetta, GA 30009

COVERAGES **CERTIFICATE NUMBER:** ATL-005722331-02 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	**AUTOMOBILE LIABILITY**			20 AB S79902	04/29/2024	04/29/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N			20 WN S79900 (AOS)	04/29/2024	04/29/2025	☒ PER STATUTE ☐ OTH-ER	
C	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N **(Mandatory in NH)**	N / A		20 WBR S79901 (WI)	04/29/2024	04/29/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The County of Mariposa, its officilas, employees & volunteers is/are included as additional insured (except workers' compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

County of Mariposa
P.O. Box 905
Mariposa, CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

© 1988-2016 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 3/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DENISE D. BARNES USI HEALTHCARE – A DIVISION OF USI SOUTHWEST, INC. 9811 KATY FREEWAY, SUITE 500 HOUSTON, TX 77024	**CONTACT NAME:** SATRINA AMODEI **PHONE (A/C, No, Ext):** 713-490-4606 **FAX (A/C, No):** 713-343-5025 **E-MAIL ADDRESS:**
INSURED JACKSON & COKER LOCUM TENENS, LLC 2655 NORTHWINDS PARKWAY ALPHARETTA, GA 30009	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** NATIONAL FIRE & MARINE INSURANCE COMPANY — 20079 **INSURER B:** **INSURER C:** **INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABLITY CLAIMS-MADE | X | OCCUR **GEN'L AGGREGATE LIMIT APPLIES PER:** X POLICY | PRO-JECT | LOC			HN069779	10/01/2023	10/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS – COMP/OP AGG EMPLOYEE BENEFITS	$1,000,000 $1,000,000 $10,000 $1,000,000 $3,000,000 $3,000,000 $ N/A
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			N/A	N/A	N/A	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ N/A $ N/A $ N/A $ N/A
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS MADE DED | RETENTION $			N/A	N/A	N/A	EACH OCCURRENCE AGGREGATE	$ N/A $ N/A
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under **Y / N** DECRIPTION OF OPERATIONS below	N / A		N/A	N/A	N/A	WC STATU-TORY LIMITS | OTH-ER E.L. EACH ACCIDENT E.L. DISEASE – EA EMPLOYEE E.L. DISEASE – POLICY LIMIT	$ N/A $ N/A $ N/A
A	MEDICAL PROFESSIONAL LIABILITY – OCCURRENCE			HN069779	10/01/2023	10/01/2024	$1,000,000 PER EVENT $3,000,000ANNUAL AGGREGATE $10,000,000 TOTAL POLICY AGGREGATE	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remakrs Schedule, if more space is required)

COUNTY OF MARIPOSA IS INCLUDED AS ADDITIONAL INSURED AS RESPECTS TO GENERAL AND PROFESSIONAL LIABILITY POLICES AS REQUIRED BY WRITTEN CONTRACT.

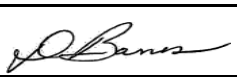
CERTIFICATE HOLDER

COUNTY OF MARIPOSA
P.O. BOX 905
MARIPOSA, CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-259

MEETING:	June 18, 2024
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Approve a Change Order with Mountain Cascade Inc., in the Amount of $868,165.81 for the Fall 2023 Pavement Resurfacing Project; and Authorize the Board of Supervisors Chair to Sign the Change Order

RECOMMENDATION AND JUSTIFICATION

Approve a Change Order with Mountain Cascade Inc., in the Amount of $868,165.81 for the Fall 2023 Pavement Resurfacing Project; and Authorize the Board of Supervisors Chair to Sign the Change Order.

Staff had budget available to increase the tonnage of Hot Mix Asphalt (HMA). Mountain Cascade was directed to distribute and level the asphalt as much as possible, knowing there would be an increase in quantities. Screeding and electronic leveling to create smooth surfaces over uneven, potholed roads increased HMA quantities. Much of the change order and effort was focused on the first ¾ mi. of Jerseydale Road. Historically, Roads Department staff have invested significant resources each winter along this section of roadway, and the Oak Fire further worsened the issues. The steep road caused scouring, so the contractor expanded the project by paving the inner shoulder to prevent further damage. It is hoped that this location will not require such a heavy investment over the next several years after this contract.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On October 17, 2023, Resolution 2023-577, the Board approved an Agreement for the Fall 2023 Pavement Resurfacing Project in the Amount Not to Exceed $2,400,000; Authorize the Public Works and Transportation Director to Award the Agreement to the Lowest Responsive Bidder; and Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel).

Mountain Cascade, Inc., was the low bid at $1,827,210, and awarded the contract.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the change order and the Contractor will not receive payment for the completed work.

FINANCIAL IMPACT

LATCF	$1,980,768.03
Fire	$ 80,000.00
Jerseydale Storm FEMA (75% of $676,914.96)	$ 507,686.22

Jerseydale Storm CalOES (75% of 25% of $676,914.96)	$ 126,921.56
Revise Total Contract	**$ 2,695,375.81**

ATTACHMENTS

1. **Change Order_Mountain Cascade**
2. **2023-577**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

DOCUMENT 00 63 63

CHANGE ORDER

COUNTY OF MARIPOSA
4639 Ben Hur Road
Mariposa, California 95338

CHANGE ORDER NO.:
1

Project: Fall 2023 Pavement Resurfacing Project

Date: 5/28/2024

The following parties agree to the terms of this Change Order:

Engineer: Matt Hespenheide
4639 Ben Hur Rd
Mariposa CA 95338

Contractor: Mountain Cascade, Inc.
555 Exchange Court
Livermore, CA 94550

Reference	Description	Cost	Days Ext.
Schedule A Cold Plane AC Pavement	Decrease 594.24 SY @ $75/CY	$ (44,568.00)	N/A
Schedule A HMA Type A	Increase 759.32 Ton @ $178/Ton	$ 135,158.96	N/A
Schedule A Minor HMA	Increase 210.18 Ton @ $445/Ton	$ 93,530.10	N/A
Schedule A Shoulder Backing	Increase 676.76 CY @ $155/CY	$ 104,897.80	N/A
Schedule A Detail 27B	Decrease 889 LF @ $0.88/LF	$ (782.32)	N/A
Schedule A Markings (Limit Line)	Increase 121 SF @ $12.5/SF	$ 1,512.50	N/A
Schedule A Marking (Stop)	Increase 176 SF @ $12.5/SF	$ 2,200.00	N/A
Schedule B Cold Plane AC Pavement	Increase 2713.608 SY @ $125/CY	$ 339,201.00	N/A
Schedule B Meadow Lane Digout	Decrease 966.34 SY @ $25/SY	$ (24,158.50)	N/A
Schedule B HMA Type A	Increase 998.3924Ton @ 141/Ton	$ 140,773.33	N/A
Schedule B Shoulder Backing	Increase 586.989 CY @ $145/CY	$ 85,113.40	N/A
Schedule B Detail 21	Decrease 3675 LF @ $1.75/LF	$ (6,431.25)	N/A
Schedule B Markings (Limit Line)	Decrease 160 SF @ $12.5/SF	$ (2,000.00)	N/A
Schedule B Marking (Stop)	Decrease 198 SF @ $12.5/SF	$ (2,475.00)	N/A
Schedule C Cold Plane 0.2'	Decrease 527.5 SY @ $13/SY	$ (6,857.50)	
Schedule C HMA Type A	Increase 103.14 Ton @ $186/Ton	$ 19,184.04	N/A
Old Highway Cold Plane	Decrease 89 SY @ $164/SY	$ (14,596.00)	N/A
Old Highway HMA Type A	Increase 81.87 Ton @ $157/Ton	$ 12,853.59	N/A
Old Highway Shoulder Backing	Increase 37.9 CY @ $194/CY	$ 7,352.60	N/A
PCO#1- Valves (Ponderosa Basin)		$ 6,000.00	N/A
PCO #2- Drain Inlets (Jerseydale)		$ 14,978.81	N/A
PCO #3- Detail 21 (Jerseydale Edge)		$ 7,278.25	N/A

Contract time will be adjusted as follows:		
	Original Contract Amount:	$1,827,210.00
Not Applicable	Amount of Previously Approved	$0
	Amount of this Change Order:	$868,165.81(47.51%)
	Contract Amount:	**$2,695,375.81**

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650, et seq.
This change order is subject to approval by the governing board of this Owner and must be signed by the Owner. Until such time as this change order is approved by the Owner's governing board and executed by a duly authorized Owner representative, this change order is not effective and not binding.

Contractor expressly understands that the compensation and time, if any, granted herein represents a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

Owner: County of Mariposa

_____ _____
Miles Menetrey, Chair — Date
Mariposa County Board of Supervisor

_____ _____
Shannon Hansen — Date
Director of Public Works & Transportation

Engineer:

Matt Hespenheide 5/30/24
Matt Hespenheide — Date
County Engineer

Approved as to Form:

_____ _____
Steven W. Dahlem — Date
County Counsel

Contractor: Mountain Cascade, Inc.

Roger Williamson 05/28/24
Michael Duke Fuller — Date
Roger Williamson

END OF DOCUMENT

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2023-577

MEETING:	October 17, 2023
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Approve an Agreement for the Fall 2023 Pavement Resurfacing Project in the Amount Not to Exceed $2,400,000; Authorize the Public Works and Transportation Director to Award the Agreement to the Lowest Responsive Bidder; and Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel)

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement for the Fall 2023 Pavement Resurfacing Project in the Amount Not to Exceed $2,400,000; Authorize the Public Works and Transportation Director to Award the Agreement to the Lowest Responsive Bidder; and Authorize the Board of Supervisors Chair to Sign the Agreement (Subject to Approval as to Legal Form by County Counsel).

Bids for the project will be opened on October 12, 2023. In order to expedite the construction schedule, it is requested the Board authorize the Chair to award the contract to the lowest responsive and responsible bidder. It's necessary to continue repairing storm damage prior to the upcoming winter, and the contractor still has an opportunity to work under satisfactory weather conditions. A copy of the bid abstract will be checked and attached to the Agreement.

The following locations are included in the bid:

Jerseydale (4600 ft), W. Whitlock (160 ft), Holtzel (500 ft), Indian Peak (800 ft), Oak Rd. Bridge (100 ft), El Capitan (50 ft), Silva (2000 ft), Ernst (2640 ft), Meadow Lane (500 ft), Snow Creek Fall (Cul-de-Sac), Royal Arches (300 ft), Silver Stand Falls (Cul-De-Sac), Ribbon Falls (Cul-De-Sac), Yosemite Falls (Cul-De-Sac), Bridalveil Falls (Cul-De-Sac), Awahanee (1000 ft), Mepps Ct (Cul-De-Sac), Anglers Ct (Cul-De-Sac), Pautzke Ct (Cul-De-Sac), Creel (1200 ft), Old Hwy @ Gaudalupe (Add Alternative 2640 ft), and the Ponderosa Basin Fire Station parking lot.

Jerseydale, W. Whitlock, Holtzel, Indian Peak, Oak Rd. Bridge, and El Capitan are all areas damaged by the winter storms. FEMA will not regard the projects as complete and begin reimbursing until the pavement is restored.

The remaining sites exhibit Pavement Condition Index (PCI) scores between 0 and 50, indicating a dire need for repairs. These specific roads were selected not only based on their PCI scores but also with a cost-saving perspective, as equipment is already deployed in the vicinity for repairing winter storm-damaged roads.

The work is a combination of federally declared storm disaster (DR-4683 and DR-4699) and Local Assistance and Tribal Consistency Funds (LATCF). Work has been bundled into a single contract to reduce costs. Local Assistance and Tribal Consistency Funds (LATCF) were budgeted for the purpose of improving roads, and this project is a significant first step.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The work is a combination of federally declared storm disaster (DR-4683 and DR-4699) and Local Assistance and Tribal Consistency Funds (LATCF). The county roadways have been neglected in the past, and the additional funds budgeted by the Board are slowly improving the County's pavement management.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not improve and pavement conditions will continue to deteriorate.

FINANCIAL IMPACT

The Engineers Estimate is $2 million. 67% percent of the work is LATCF, 28% of the work is CalOES/FEMA reimbursable and 5% is Fire budgeted in a fixed asset account from CSA3.

ATTACHMENTS

None

VOTE RESULT

RESULT:	Adopted (UNANIMOUS)
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

AGREEMENT FOR CONSTRUCTION SERVICES

THIS CONTRACT is made and entered into this 17th day of October, 2023, by and between Mountain Cascade Inc. ("Contractor") and **County of Mariposa** ("Owner") ("Contract").

1. The Contractor shall furnish to the Owner for a total price of one million eight hundred twenty-seven thousand two hundred ten Dollars (1,827,210) ("Contract Price"), the following services ("Services" or "Work"):

   The project consists, in general, of furnishing and placing hot mix asphalt (HMA) type A overlay on various existing roads in Mariposa County. The base bid will require the placement of approximately 6936 tons of hot mix asphalt overlay over roadways and a fire station parking lot. An additional 832 tons of hot mix are included as additive bid on Old Highway.

2. Contractor shall perform the work at the locations described in the bid package. The work to be done will not be limited to the exact extent mentioned or described but will include all incidental work necessary or customarily done for the completion of the project.

3. Work shall be completed within Sixty (60) working days ("Contract Time") from the date specified in Owner 's Notice to Proceed.

   Contractor understands and agrees that the Work shall be performed and completed as required in the Contract Documents (as defined herein) including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by agency(ies) having jurisdiction or to close-out of the Project, under the direction and supervision of, and subject to the approval of, Owner or its authorized representative.

4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that Owner will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to Owner, as fixed and liquidated damages for these incalculable damages, the sum of Five Hundred Dollars ($ 500) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.

5. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

6. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

____ Notice to Bidders	____ Lead-Product(s) Certification
____ Instructions to Bidders	____ Roofing Project Certification
_X_ Bid Form and Proposal	____ Registered Subcontractor List
_X_ Bid Bond	_X_ Insurance Certificates and Endorsements
_X_ Noncollusion Declaration	_X_ Performance Bond
____ Iran Contracting Act Certification	_X_ Payment Bond
____ Designated Subcontractors List	____ Specifications
____ Notice to Proceed	____ Plans
____ Prevailing Wage Certification	____ Special Conditions
_X_ Workers' Compensation Certification	____ Exhibit "A" ("Scope of Work")
____ Drug-Free Workplace Certification	____ Federal Debarment Certification
____ Tobacco-Free Environment Certification	_X_ Federal Condition and Davis-Bacon
____ Asbestos & Other Hazardous Materials Certification	____ _____ [Other]

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the Owner has approved the performance bond, payment (labor and material) bond, the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the Owner has issued a Notice to Proceed.

8. Payment for the Work shall be made in accordance with the Terms and Conditions.

9. The Design Professional In General Responsible Charge for the Project is Matt Hespenheide ("Engineer"), and the project inspector on the Project is Eddie Scherf ("Project Inspector"). Contractor hereby acknowledges that the Engineer, the Project Inspector, and the agency(ies) having jurisdiction have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

10. Inspection and acceptance of the Work shall be performed by Engineer of the Public Works Department of the Owner.

11. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return

receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

County of Mariposa

Department of Public Works
ATTN: Claudia Gonzales
4639 Ben Hur Road, Mariposa,
California 95338
(209) 966-2828
cgonzales@mariposacounty.org

Contractor

Name: Mountain Cascade, Inc.
ATTN: Michael Duke Fuller
555 Exchange Court, Livermore, CA 94550
(925) 373-8370
Dukef@mountaincascade.com

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the Owner's written approval of the Work.

13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: OCT 27, 2023

Miles Menetrey, Chair
Board of Supervisors

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

Steve W. Dahlem
County Counsel

Dated: 10/23, 2023

Contractor: Mountain Cascade, Inc.

Signature: _____

Print Name: Michael Duke Fuller

Print Title: President

License No.: 422496

Registration No.: 1000005190

Address: 555 Exchange Court, Livermore, California 94550

Telephone: (925) 373-8370

Facsimile: (925) 373-0940

E-Mail: Dukef@mountaincascade.com

Information regarding Contractor:

Type of Business Entity:
_____ Individual
_____ Sole Proprietorship
_____ Partnership
_____ Limited Partnership
_X_ Corporation, State: __CA_____
_____ Limited Liability Company
_____ Other: _____

94-2806169
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the Owner requires the Contractor to furnish the information requested in this section.

MOUNCAS-01 TTAGANAP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861 Alliant Insurance Services, Inc. 560 Mission St 6th Fl San Francisco, CA 94105	CONTACT NAME: Laurie Phirippidis PHONE (A/C, No, Ext): (415) 403-1449 FAX (A/C, No): (415) 874-4818 E-MAIL ADDRESS: lphirippidis@alliant.com
INSURED Mountain Cascade, Inc. 555 Exchange Court Livermore, CA 94551	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : BITCO General Insurance Corp — 20095 INSURER B : Allied World Assurance Company (U.S.) Inc — 19489 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	CLP3734612	10/1/2023	10/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	CAP3734614	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 2,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			03059201	10/1/2023	10/1/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC3734611	10/1/2023	10/1/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: MCI# 91623, Fall 2023 Pavement Resurfacing

County of Mariposa, and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are included as additional insured as respects General Liability on a primary and non-contributory basis, and Automobile Liability, per the attached endorsements. General Liability, Automobile Liability and Workers' Compensation waiver of subrogation applies in favor of the above referenced additional insureds, per the attached endorsements. Excess/Umbrella follows form over GL, Auto and Employers Liability.

30 Days Notice of Cancellation for Non-Renewal and 10 Days Notice of Cancellation for Non-Payment of Premiums

CERTIFICATE HOLDER

County of Mariposa
Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Named Insured	**Mountain Cascade, Inc.**		
Policy Number	**CLP3734612**	Endorsement No.	000
Policy Period	**10/01/2023 to 10/01/2024**	Endorsement Effective Date:	**10/01/2023**
Producer's Name:	**Alliant Insurance Services, Inc.**		
Producer Number:			

Laurie Prizzolidis
Account Executive

AUTHORIZED REPRESENTATIVE

10/01/2023

DATE

BITCO GENERAL INSURANCE CORP.

CHANGES ADDITIONAL INSURED PRIMARY WORDING SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Name of Additional Insured Person(s) Or Organization(s):	**Location(s) of Covered Operations**
As Required by Written Contract Subject to policy terms and conditions	**As Required by Written Contract**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance of a like kind available to the person or organization shown in the schedule above unless the other insurance is provided by a contractor other than the person or organization shown in the schedule above for the same operation and job location. If so, we will share with that other insurance by the method described in paragraph 4.c. of Section IV – Commercial General Liability Conditions.

All other terms and conditions remain unchanged.

Named Insured	**Mountain Cascade, Inc.**		
Policy Number	**CLP3734612**	Endorsement No.	000
Policy Period	**10/01/2023 to 10/01/2024**	Endorsement Effective Date:	**10/01/2023**
Producer's Name:	**Alliant Insurance Services, Inc.**		
Producer Number:			

Laurie Philibidis
Account Executive

AUTHORIZED REPRESENTATIVE

10/01/2023

DATE

CG EN GN 0029 09 06

BITCO GENERAL INSURANCE CORP.

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE

Name of Person(s) or Organization(s):
WHERE REQUIRED BY WRITTEN CONTRACT.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

If the person or organization shown in the schedule qualifies as an 'insured' for Liability Coverage, and they have coverage as a first named insured under another policy, this policy is primary to and non-contributory with that other insurance.

All other terms, conditions, and exclusions apply.

Named Insured	**Mountain Cascade, Inc.**		
Policy Number	**CAP3734614**	Endorsement No.	
Policy Period	**10/01/2023 to 10/01/2024**	Endorsement Effective Date:	**10/01/2023**
Producer's Name:	**Alliant Insurance Services, Inc.**		
Producer Number:			

Laurie Phillipidis
Account Executive

AUTHORIZED REPRESENTATIVE

10/01/2023

DATE

BITCO GENERAL INSURANCE CORP.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHEN REQUIRED BY WRITTEN CONTRACT.

Named Insured	**Mountain Cascade, Inc.**		
Policy Number	**WC3734611**	Endorsement No.	000
Policy Period	**10/01/23 to 10/01/24**	Endorsement Effective Date:	**10/01/23**
Producer's Name:	**Alliant Insurance Services, Inc.**		
Producer Number:			

Laurie Philbbidis
Account Executive

AUTHORIZED REPRESENTATIVE

10/01/23
DATE

WC 99 03 15 (09/06)

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-260

MEETING: June 18, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Accept the Offer of Dedication of an Easement for Public Road and Public Utility Purposes On, Over and Across Antone Road as Described by the Exhibits within Document No. 20211730 and Document No. 20211731, Mariposa County Records; and Authorize the Board Chair to sign the Certificate of Acceptance

---

RECOMMENDATION AND JUSTIFICATION

Accept the Offer of Dedication of an Easement for Public Road and Public Utility Purposes On, Over and Across Antone Road as Described by the Exhibits within Document No. 20211730 and Document No. 20211731, Mariposa County Records; and Authorize the Board Chair to sign the Certificate of Acceptance.

This acceptance will not change the current maintenance status of Antone Road. Currently, the maintenance of Antone Road is by a Private Road Maintenance Association by Declaration recorded as Document No. 20222413, Mariposa County Records.

The acceptance will close the gap and provide a continuous public road and utility easement between the intersections of Joe Howard and Fournier Road. Antone Road is the main all weather route to access the Creekside Terrace Apartment complex, properties along Antone Road, Standen Park Road and connects the proposed expansion of Mariposa Creek Parkway. The acceptance will benefit the public connection to multi-family housing and expansion of the Mariposa Creek Parkway.

Upon approval and acceptance, authorize the Board of Supervisors Chair to sign the Cerificate of Acceptance for the Offer of Dedication of Antone Road.

The County Surveyor, for the Director of Public Works and Transportation, has reviewed the Offer of Dedication and all exhibits.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors has historically accepted the offer of public access easements which connect existing public access easements and extensions of existing public access easements.

Self-help Enterprises applied and received approval with conditions Design Review Application No. 2019-035 to build the Creekside Terrace apartments. The apartments were completed and are

currently occupied, providing needed housing.

The Mariposa Creek Parkway is a walkway from the Best Western Motel to 8th street, with a proposed expansion from 8th Street to Joe Howard, most of which is over land owned by the County. The next phase would be from Joe Howard northerly to eventually connect Highway 49 near the County Jail. This Offer of Dedication would close the gap between the lands owned by the County, and aid the expansion of the Creek Parkway.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not accept the Offer of Dedication which will result in a gap in the expansion of the Mariposa Creek Parkway and will hinder future development of lands southwestly of Mariposa Creek.

FINANCIAL IMPACT

Acceptance will not increase County Costs at this time. Rejection will likely increase right-of-way costs for the expansion of the Creek Parkway.

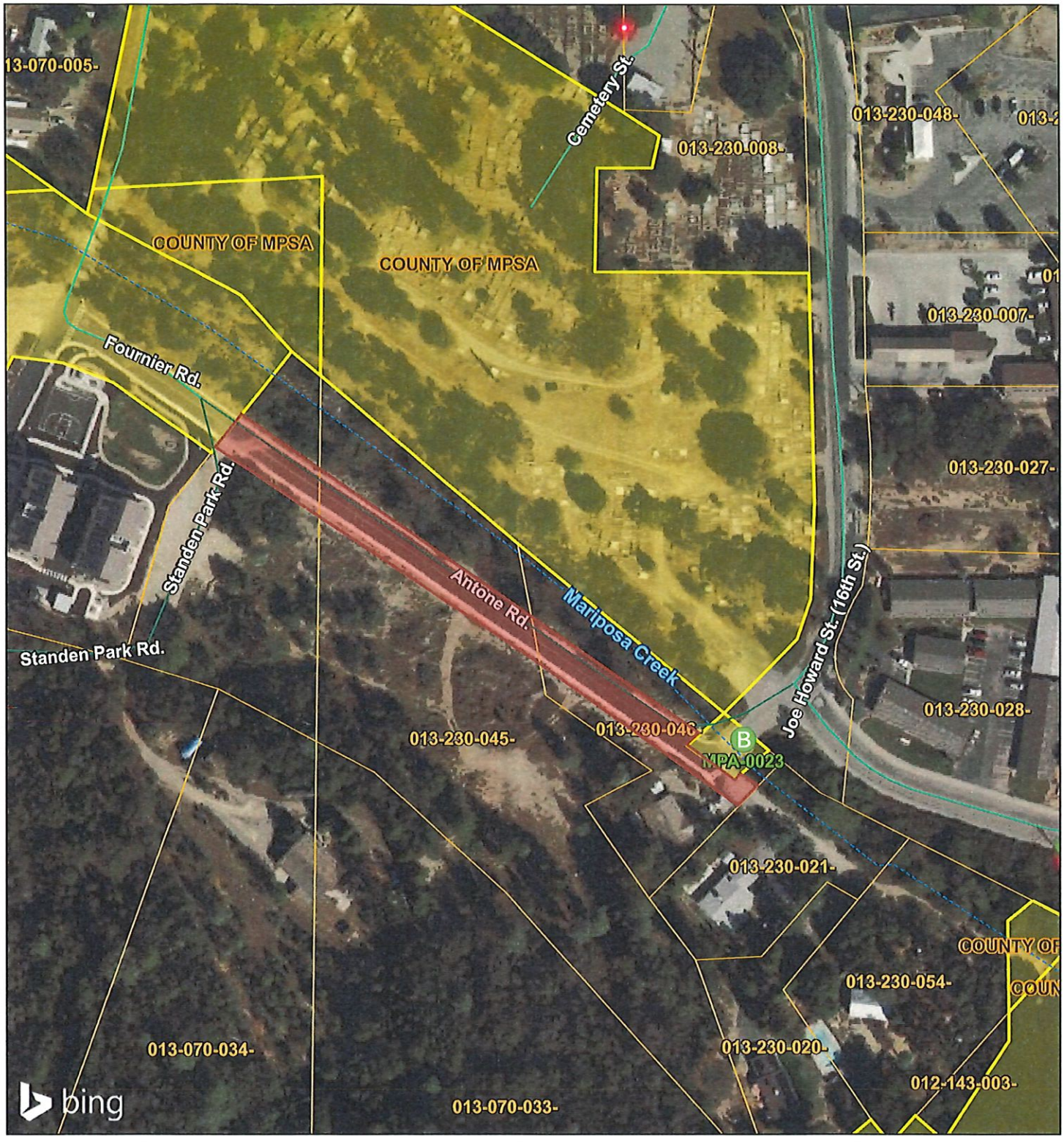
ATTACHMENTS

1. **OfferDedicationVicMap**
2. **EasementCanter2CreekSideDoc20211730**
3. **EasementShoor2CreeksideDoc20211731**
4. **AntoneRdMainAssocDoc20222413**
5. **Offer of DedicationSelfHelp**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Site Map



5/1/2024, 8:26:27 AM

1:2,257

0 80 160 320 ft

0 25 50 100 m

Bridge Inspection Suvey

Lighting District Inventory

3318-304-60414

n/a

County Maintained Roads

Creeks & Streams

County Owned Property

Parcels (Updated Daily)

© 2024 Microsoft Corporation © 2024 Maxar ©CNES (2024) Distribution Airbus DS

Public Works Department

© 2024 Microsoft Corporation, © 2024 Maxar, ©CNES (2024) Distribution Airbus DS | Copyright:© 2013 National Geographic Society, i-cubed | Esri | EE Meriam; April 2012 | Earthstar Geographics |

(1)

– Recorder
Mariposa Co Official Records
Recorded at the request of
INTER COUNTY TITLE COMPANY

BH
4/09/2021
2:15 PM

DOC#: 20211730

00020211730

Titles: 1 Pages: 16

Fees	59.00
Taxes	0.00
Others	75.00
PAID	$134.00

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
Self-Help Enterprises
P.O. Box 6520
Visalia, CA 93290
Attn: Director, Real Estate Development

M31654
The undersigned grantor(s) declare Documentary Transfer Tax is $0 -0-

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

GRANT OF EASEMENTS FOR INGRESS AND EGRESS, CONSTRUCTION, MAINTENANCE, REPAIR AND UTILITIES

This GRANT OF EASEMENTS FOR INGRESS AND EGRESS, CONSTRUCTION, MAINTENANCE, REPAIR AND UTILITIES ("**Agreement**") is entered into as of the 8th day April, 2021, by and between Jenifer Z. Canter, a married woman dealing with her sole and separate property ("**Grantor**") and Creekside Terrace, L.P., a California limited partnership ("**Grantee**"), and is as follows:

A. Grantor is the sole fee owner of that certain real property located in the unincorporated community of Mariposa, County of Mariposa ("**County**"), State of California, and more particularly described in Exhibit "A" attached hereto (the "**Grantor Property**"). Grantor's Property includes part of that certain private road commonly known as Antone Road and a portion of access to Standen Park Road, which are more particularly described in Exhibit "B" attached hereto (the "**Easement Area**"). The remaining part of Antone Road adjacent to the Easement Area is owned by Grantor's neighbor to the east, Brian D. Shoor and Jennifer Shoor, husband and wife (the "**Adjacent Area Owner**"), which remaining part is more particularly described in Exhibit "C" attached hereto (the "**Adjacent Area**"). The Easement Area and the Adjacent Area are collectively referred to in this Agreement, as applicable, as "**Antone Road**". The improvements to Standen Park Road shall be referred to as "**Standen Park Road**".

B. Grantee is the fee owner of that certain real property located in the unincorporated community of Mariposa, County of Mariposa, State of California, and more particularly described in Exhibit "D" attached hereto (the "**Grantee Property**"), on which Grantee intends to construct a multifamily affordable housing development and related amenities (the "**Project**").

C. In connection with the construction of the Project, the county of Mariposa requires: (a) that Antone Road be upgraded for pedestrian and vehicular access to and from the Project for the benefit of the public, Grantee and Grantee's tenants, agents, employees, contractors, visitors, vendors, service personnel, licensees, guests and/or invitees (collectively, the "**Permitted Users**"), and (b) that certain existing utility lines running under Antone Road be upgraded for use by Grantee and the applicable Permitted Users, and (c) improvements be made to the connection at Standen Park Road. Details of the road and utility lines and related upgrading work are set forth in Exhibit "E" attached hereto (collectively, the "**Upgrade Work**").

D. It is a County of Mariposa condition of Grantee's development of the Project that Grantee perform and complete the Upgrade Work. Grantee has agreed to perform the Upgrade Work if Grantor grants easements in, under, along, and across the Easement Area for ingress, egress, access, construction, maintenance, repair and utilities to and for the benefit of Grantee and the Permitted Users for the benefit of the Grantee Property on the terms and conditions set forth in this Agreement.

E. Grantor desires that Grantee perform the Upgrade Work and Grantor has agreed to grant easements in, under, along, and across the Easement Area for ingress, egress, access, construction, maintenance, repair and utilities to and for the benefit of Grantee and the Permitted Users for the benefit of the Grantee Property on the terms and conditions set forth in this Agreement.

F. It is the desire of Grantor and Grantee that following completion of the Upgrade Work the County of Mariposa will accept a dedication of the upgraded Antone Road located in the Easement Area and the Adjacent Area (the "**Dedication**"). However, in the event that the Dedication does not occur, Grantor and Grantee desire that Grantee maintain and repair the upgraded Antone Road and Standen Park Road within the Easement Area and the Adjacent Area (collectively, the "**Improved Road**").

IN CONSIDERATION of the mutual covenants and promises set forth herein, the receipt, adequacy and sufficiency of which is hereby expressly acknowledged, the parties hereto agree as follows:

1. Grant of Easement for Ingress and Egress. Grantor hereby grants to Grantee, the Permitted Users and their respective successors and assigns, a non-exclusive, irrevocable easement over, along, and across that Easement Area (i.e., the Improved Road) for pedestrian and vehicular ingress and egress to the Grantee Property (the "**Access Easement**").

2. Grant of Easement for Utilities. Grantor hereby grants to Grantee, the Permitted Users and their respective successors and assigns, a non-exclusive, irrevocable easement and right of way for the purpose of placement, operation, maintenance and repair of any and all utilities serving the Grantee Property in, under, along, and across the Easement Area (the "**Utilities Easement**").

3. Grant of Easement for Upgrade Work. Grantor hereby grants to Grantee and its agents, employees, contractors, a non-exclusive, irrevocable easement and right of way in, under, along, and across the Easement Area for the purpose of construction of the Upgrade Work (the "**Construction Easement**").

4. Grant of Easement for Maintenance and Repair. Grantor hereby grants to Grantee and its agents, representatives, representations, employees, contractors, a non-exclusive, irrevocable easement and right of way in, under, along, and across the Easement Area for the purpose of maintaining and repairing the Road following the completion of the Upgrade Work ("**Maintenance Easement**"). The Access Easement, Utilities Easement, Construction Easement and Maintenance Easement are collectively referred to herein as the "**Easements**". If and upon

dedication of the Improved Road to the County, and acceptance of the same by the County, all road and utility maintenance and repair obligations accepted by the County shall be the responsibility solely of the County and Grantee shall be fully released therefrom, and Grantee, at any time thereafter, in its sole discretion, on its own signature, may terminate one or more of the Easements herein described.

5. Maintenance and Repair.

(a) Except as provided above in Section 4, and below in Subsection 5(b), Grantee shall be responsible for the costs and the performance of the maintenance and repair of the Improved Road so as to keep the Improved Road in good condition and repair, in compliance with all applicable governmental requirements.

(b) If and to the extent any damage to any portion of the Improved Road is directly caused by, or attributable to Grantor or its invitees while Grantee is responsible for maintenance and repair thereof, Grantor shall pay any and all of the maintenance and repair costs related thereto at its sole expense.

6. Dedication. Grantor approves and agrees to the right for Grantee to pursue the Dedication of the Improved Road to the County and Grantee will approve any related and reasonable dedications of any of the improvements constructed on or with respect to Antone Road as may be required by the County in connection with the improvement and/or dedication of Antone Road. Grantor hereby waives its rights and the rights of any of its successors-in-interest to challenge, on any grounds now known or unknown or which may be known in the future, any such Dedications. Grantor agrees to execute in a timely fashion, with no undue hindrance or delay, any and all applications and other documentation relating to or for any such Dedications within ten (10) days of receipt of the same, and also shall cooperate fully with Grantee and the County, in all good faith, in connection with any such Dedication.

7. Running with the Land. The Easements shall run with the land and shall be binding upon Grantor and its successors and assigns who hereafter shall hold title to the Grantor Property, and shall inure to the benefit of Grantee and its successors and assigns who hereafter shall hold title to the Grantee Property. The Easements shall bind and burden the Grantor's Property, which shall be the servient tenement, and shall benefit the Grantee's Property, which shall be the dominant tenement.

8. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors, and/or assigns.

9. Legal Fees. In the event any party hereto brings or commences legal proceedings to enforce any of the terms of this Agreement, the successful party in such action shall then be entitled to receive and shall receive from the other party, in every such action so commenced or pursued, a reasonable sum for its attorney's fees, court costs, investigation expenses, discovery costs and costs of mediation, arbitration and/or appeal incurred by it in the litigation

10. Modification. This Agreement shall not be changed, modified. amended or terminated in whole or in part without the written agreement of all record title holders of the Grantor Property and the Grantee Property.

11. Exhibits; Recitals. Exhibits "A", "B", "C", "D" and "E" attached to this Agreement are hereby incorporated by reference in and are deemed to constitute an integral part of this Agreement. The Recitals set forth above are incorporated into this Agreement by reference thereto.

12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GRANTOR:

Jenifer Z. Canter

GRANTEE:

Creekside Terrace, L.P.,
a California limited partnership

By: Creekside Terrace LLC,
a California limited liability company,
Its general partner

By: Self Help Enterprises,
a California nonprofit public benefit corporation,
Its sole member/manager

By:
Thomas J. Collishaw,
President and Chief Executive Officer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of Tulare)

On April 1, 2021, before me, Valerie Pedro, Notary Public, personally appeared, Thomas J. Collishaw, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her~~ their authorized capacity(~~ies~~), and that by his/~~her~~/their signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

VALERIE PEDRO
Notary Public - California
Tulare County
Commission # 2315118
My Comm. Expires Dec 10, 2023

Signature Valerie Pedro

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of Mariposa)

On 4/8, 2021, before me, Trista Lobaugh, Notary Public, personally appeared, Jenifer Z. Canter, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

TRISTA LOBAUGH
Notary Public – California
Mariposa County
Commission # 2199578
My Comm. Expires Jun 27, 2021

LENDER CONSENT AND SUBORDINATION

The undersigned is the beneficiary under that certain Deed of Trust recorded on October 25, 2017, as Document No. 20173874, Mariposa County Record ("**Deed of Trust**") encumbering all or a portion of the real property described as the Grantor Property in the within **GRANT OF EASEMENTS FOR INGRESS AND EGRESS, CONSTRUCTION, MAINTENANCE, REPAIR AND UTILITIES.**

The undersigned beneficiary under the Deed of Trust hereby consents to the within **GRANT OF EASEMENTS FOR INGRESS AND EGRESS, CONSTRUCTION, MAINTENANCE, REPAIR AND UTILITIES** and hereby subordinates the lien of the Deed of Trust to the provisions of the **GRANT OF EASEMENTS FOR INGRESS AND EGRESS, CONSTRUCTION, MAINTENANCE, REPAIR AND UTILITIES.**

Dated: 4/6, 2021

PREMIER VALLEY BANK,
a corporation

By: Matt Foraker
Its: Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of Mariposa)

On 4-6-21, 2021, before me, Trista Lobaugh, Notary Public, personally appeared, Matt Foraker, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

TRISTA LOBAUGH
Notary Public - California
Mariposa County
Commission # 2199578
My Comm. Expires Jun 27, 2021

EXHIBIT "A"

THE GRANTOR PROPERTY

All that real property situated in the State of California, County of Mariposa and described as follows:

All that portion of Sections 22 and 23, Township 5 South, Range 18 East, M.D.B.&M., Rancho Las Mariposas, more particularly described as follows:

Parcel B shown on the Parcel Map for Scott P Bumguardner, filed April 21, 1977 in Book 12 of Parcel Maps at page 10, Mariposa County Records.

Together with all that portion of Parcel 1, as shown on that Parcel Map for J.G. Greenamyer, ET AL recorded April 29, 1976 in Book 10 of Parcel Maps at page 32, Mariposa County Records and situated in projected Section 23, Township 5 South, Range 18 East, M.D.B&M., Rancho Las Mariposas, Mariposa County, California, and being more particularly described as follows:

Commencing at the northwest comer of above said Parcel 1; thence along the westerly line of said Parcel 1, South 11° 37' 00" East, 161.47 feet to the point of beginning; thence continuing along said westerly line of said Parcel 1, South 11° 37' 00" East, 21.05 feet; thence South 22° 12' 22" East, 101.19 feet; thence leaving said westerly line, North 61° 38' 24" East, 77.72 feet to the southerly line of a 40' private road and utility easement as shown on above said Parcel Map for J.G. Greenamyer; thence along said southerly line, North 55° 05' 15" West, 135.21 feet to the point of beginning.

ALSO together with that certain easement for wellsite and right of way thereto and appurtenances as shown on Parcel Map Book 10 page 32, as reserved in the deed to Alfonso Martinez recorded May 11, 1976 in Vol. 160 of Official Records at page 762

Excepting therefrom the mineral rights in Mariposa Creek as reserved by Mariposa Commercial and Mining recorded in Vol. 15 of Official Records at page 201A.

EXHIBIT "B"

THE EASEMENT AREA

EXHIBIT "B"

60.00 FOOT WIDE PUBLIC ROAD AND PUBLIC UTILITY EASEMENT

A 60.00 foot wide non-exclusive easement for Public Road and Public Utilities situated in Projected Sections 22 and 23, Township 5 South, Range 18 East, Mount Diablo Base and Meridian, Rancho Las Mariposas, County of Mariposa, State of California, said easement being 30.00 feet on the sides of the centerline described as follows:

COMMENCING at the Northeast corner of Parcel B of that Parcel Map recorded in Book 12 of Parcel Maps at Page 10 for Scott P. Bumguardner as described in Grant Deed to Jenifer Canter, recorded as Document No. 20173872 on October 25, 2017 in Mariposa County Official Records, thence Southerly along the Westerly line of said Parcel B, South 38°30'40" West a distance of 107.79 feet to the centerline of said easement and the **TRUE POINT OF BEGINNING.**

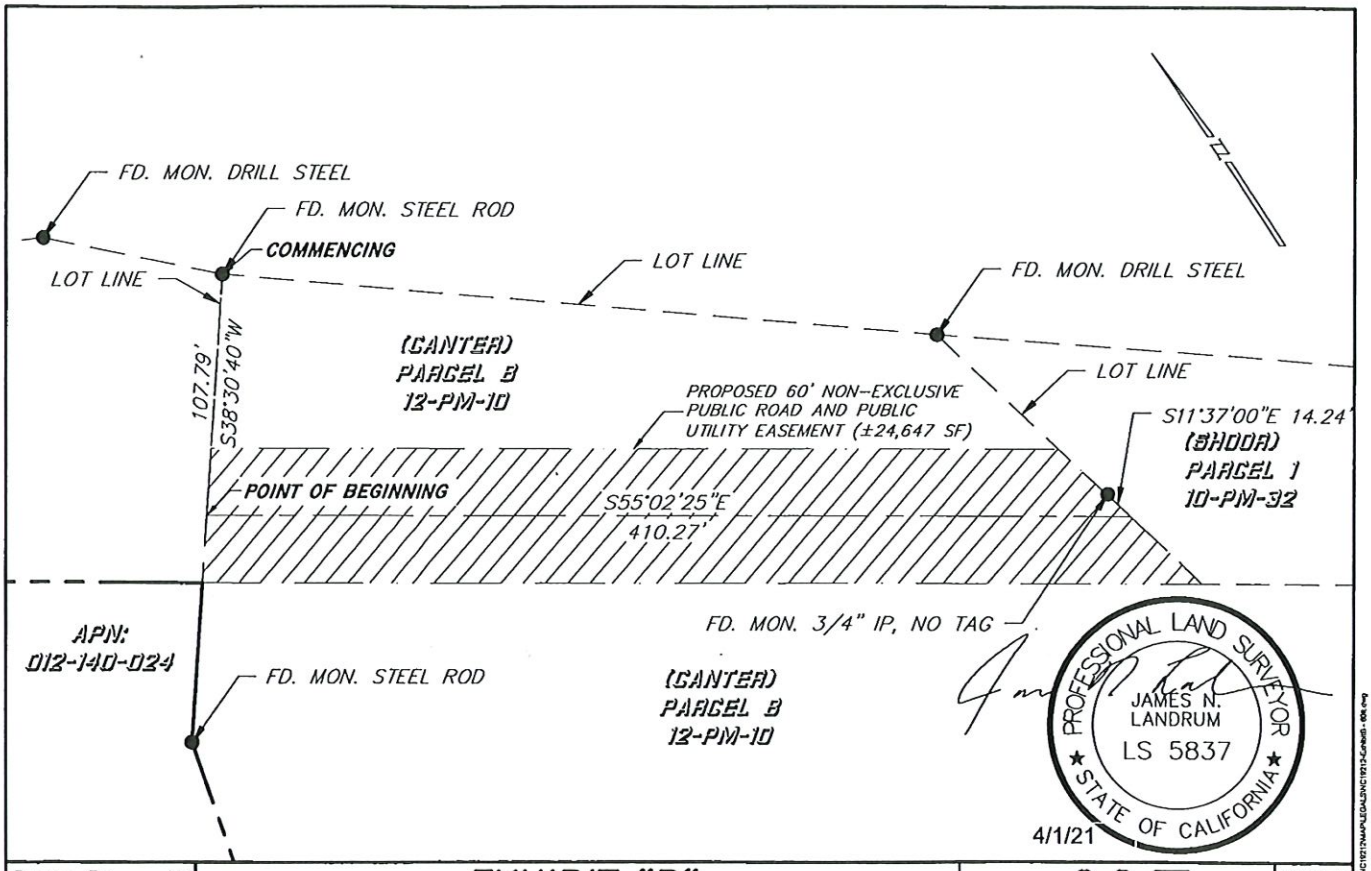
Thence South 55°02'25" East a distance of 410.27 feet, more or less, to a point on the easterly line of said Parcel B and end of said 60 foot wide easement; said point also being South 11°37'00" East a distance of 14.24 feet from a 3/4" iron pipe on the Easterly line of said Parcel B.

The side lines of said easement are to be elongated or shortened to match said Westerly and Easterly boundary lines of Parcel B.

Contains 24,647 square feet, more or less.

END OF DESCRIPTION

4/1/21



Drawn By: MJ Date: 3/29/21 Scale: 1"=60' Job No.:NC19212 Phone: 866.526.4214	**EXHIBIT "B"** **60 FOOT WIDE NON-EXCLUSIVE PUBLIC ROAD AND PUBLIC UTILITY EASEMENT** MARIPOSA CALIFORNIA	MVE Inc. 1117 L Street, Modesto, CA 95354 866.526.4214 I www.mve.net Northern California | Southern California | Nevada

SHEET 1 OF 1

2021730

EXHIBIT "C"

THE ADJACENT AREA

EXHIBIT "C"

PUBLIC ROAD AND PUBLIC UTILITY EASEMENT

A non-exclusive easement for Public Road and Public Utilities with a maximum width of 36.00 feet situated in Projected Section 23, Township 5 South, Range 18 East, Mount Diablo Base and Meridian, Rancho Las Mariposas, County of Mariposa, State of California, said easement more particularly described as follows:

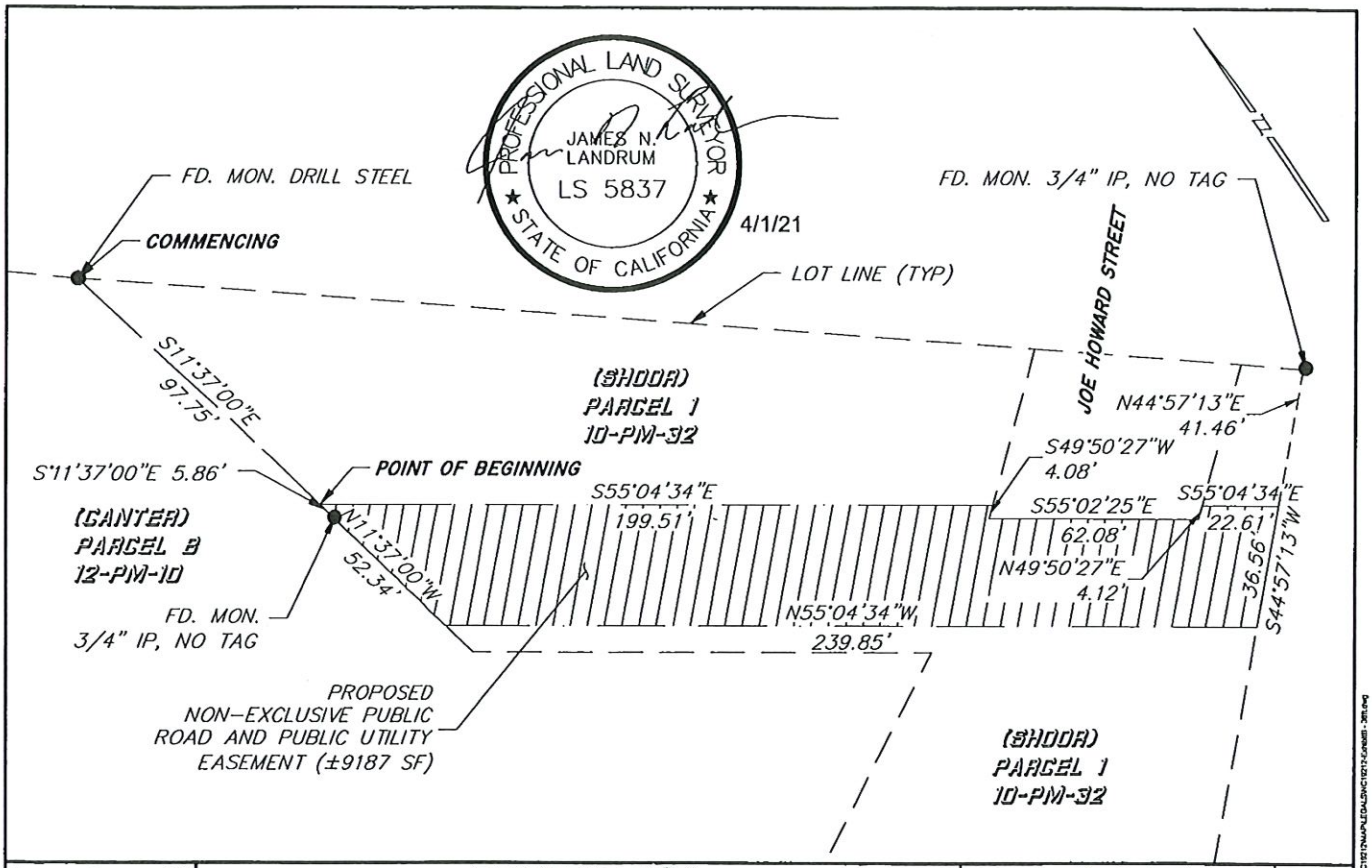
COMMENCING at the most Northerly corner of Parcel 1 of that Parcel Map recorded in Book 10 of Parcel Maps at Page 32 for J.G. Greenamyer, et. al. as described in Grant Deed to Brian and Jennifer Shoor, recorded as Document No. 2023981 on July 17, 2002 in Mariposa County Official Records, thence Southerly along the Westerly line of said Parcel 1, South 11°37'00" East a distance of 97.75 feet to the Northwesterly corner of said easement and the **TRUE POINT OF BEGINNING,** from which point a 3/4 inch iron pipe also bears South 11°37'00" East a distance of 5.86 feet;

Thence from said True Point of Beginning, Southeasterly along the Northerly line of said easement, South 55°04'34" East a distance of 199.51 feet, more or less, to a point on the Westerly line of Joe Howard Street as conveyed to the County of Mariposa, recorded December 13, 2001 as Instrument No. 2015915; Thence Southwesterly along the Westerly line of said Joe Howard Street South 49°50'27" West a distance of 4.08 feet to the Southwesterly corner of said Street; Thence Southeasterly along the Southerly line of said Street, South 55°02'25" East a distance of 62.08 feet to the Southeasterly corner of said Street; Thence Northeasterly along the Easterly line of said Street, North 49°50'27" East a distance of 4.12 feet; Thence leaving the Easterly line of said Street; South 55°04'34" East a distance of 22.61 feet, more or less, to the Northeasterly corner of this easement and a point on the Easterly line of said Parcel 1; from which point a 3/4 inch iron pipe at the Northeasterly corner of said Parcel 1 bears North 44°57'13" East a distance of 41.46 feet; Thence from the Northeasterly corner of said easement along said Easterly line of Parcel 1, South 44°57'13" West a distance of 36.56 feet to the Southeast corner of this easement; Thence Northwesterly along the Southerly line of said easement, North 55°04'34" West a distance of 239.85 feet, more or less, to a point on the Westerly line of said Parcel 1; Thence Northerly along said Westerly line of Parcel 1, North 11°37'00" West a distance of 52.34 feet to the **TRUE POINT OF BEGINNING.**

Containing 9,187 square feet, more or less.

END OF DESCRIPTION

4/1/21



Drawn By: MJ Date: 3/29/21 Scale: 1"=40' Job No.:NC19212 Phone: 866.526.4214	**EXHIBIT "C"** **NON-EXCLUSIVE PUBLIC ROAD AND PUBLIC UTILITY EASEMENT** MARIPOSA CALIFORNIA	MVE Inc. 1117 L Street, Modesto, CA 95354 866.526.4214 | www.mve.net Northern California | Southern California | Nevada	SHEET 1 OF 1

2021730

14

EXHIBIT "D"

THE GRANTEE PROPERTY

All that real property situated in the State of California, County of Mariposa and described as follows:

All that certain real property situated in Projected Section 22, Township 5 South, Range 18 East, M.D.B.&M., Rancho Las Mariposas, County of Mariposa, State of California, said tract of land more particularly described as follows:

Beginning at Corner No. 1, of that tract known as "Fournier Garden" as described in Grant Deed to Self Help Enterprises, a California Corporation, recorded as Document No. 20200757 on February 28th, 2020 in Mariposa County Official Records and herein after called Deed 1, on the Westside of Mariposa Creek, from whence the NE corner of Projected Section 22, Township 5 South, Range 18 East, M.D.B.&M. (as said Section, Township and Range are so designated in Patent to John C. Fremont of the tract known as Las Mariposas Grant, in Book "M" of Patents, at pages 1 to 17, Mariposa County Records) bears N. 25° 05' E. a distance of 383.37 feet, and running thence the following 10 courses:
1. N. 38° 30' 40" E. a distance of 71.09 feet;
2. N. 54° 44' 09" W. a distance of 126.56 feet to a point on a 120.00 foot radius tangent curve concave southerly;
3. Thence along said 120.00 foot radius curve through a delta angle of 28° 17' 58" and an arc distance of 59.27 feet;
4. Thence N. 83° 02' 08" W. a distance of 52.77 feet;
5. Thence S. 27° 36' 28" W. a distance of 92.41 feet to a point on the northerly line of said Fournier Garden;
6. Thence N. 70° 25' 15" W. along the northerly line of said Fournier Garden a distance of 335.13 feet to Corner No. 2 of Document No. 20200757 (herein after called "Deed 1") (N. 76° 26' W per Deed 1);
Thence along the boundary of said Fournier Garden the following 4 courses:
7. S. 20° 18' 58" W. a distance of 171.46 feet (S. 19° 42' W. a distance of 171.42 feet per Deed 1) to Corner No. 3 of Deed 1;
8. Thence S. 64° 22' 51" E. a distance of 262.83 feet (S. 64° 10' E. a distance of 261.27 feet per Deed 1) to Corner No. 4 of Deed 1;
9. Thence S. 76° 00' 57" E. a distance of 309.71 feet (S. 76° 31' E. distance of 309.53 feet per Deed 1 to Corner No. 5 of Deed 1;
10. Thence N. 16° 02' 28" E. a distance of 169.23 feet (N. 16° 04' E. per Deed 1) to the Point of Beginning.

EXHIBIT "E"

UPGRADE WORK

- 60' of roadway improvements which includes two (2) traffic lanes and sidewalk on one side of the Improved Road, including all associated concrete and asphalt flat work in accordance with all Maricopa County requirements, as may change from time to time
- Curb and gutter on both sides of the Improved Road
- Grading, excavation and earth work as required for construction of the improvements
- Fire hydrants, street lighting and/or utility pole relocation (if and as may be required by Mariposa County)
- The County may require the inclusion of speed humps on the Improved Road, all of which, including all design elements thereof, are in the sole discretion of the County and Grantor waives all rights to object to the same, and represent they will not object to County requirements for the Improved Road or the Dedication thereof to the County.
- Improvements to Standen Park Road as it connects to Antone Road, per Mariposa County requirements

END OF DOCUMENT

16

(2)

– Recorder
Mariposa Co Official Records
Recorded at the request of
INTER COUNTY TITLE COMPANY

BH
4/09/2021
2:15 PM

DOC#: 20211731

00020211731

Titles: 1 Pages: 16

Fees	59.00
Taxes	0.00
Others	75.00
PAID	$134.00

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
Self-Help Enterprises
P.O. Box 6520
Visalia, CA 93290
Attn: Director, Real Estate Development

M31655

The undersigned grantor(s) declare Documentary Transfer Tax is $0 &

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

GRANT OF EASEMENTS FOR INGRESS AND EGRESS, CONSTRUCTION, MAINTENANCE, REPAIR AND UTILITIES

This GRANT OF EASEMENTS FOR INGRESS AND EGRESS, CONSTRUCTION, MAINTENANCE, REPAIR AND UTILITIES ("**Agreement**") is entered into as of the 1st day April, 2021, by and between Brian D. Shoor and Jennifer Shoor (collectively, "**Grantor**") and Creekside Terrace, L.P., a California limited partnership ("**Grantee**"), and is as follows:

A. Grantor is the sole fee owner of that certain real property located in the unincorporated community of Mariposa, County of Mariposa ("**County**"), State of California, and more particularly described in Exhibit "A" attached hereto (the "**Grantor Property**"). Grantor's Property includes part of that certain private road commonly known as Antone Road, which part is more particularly described in Exhibit "B" attached hereto (the "**Easement Area**"). The remaining part of Antone Road adjacent to the Easement Area is owned by Grantor's neighbor to the west, Jenifer Z. Canter (the "**Adjacent Area Owner**"), which remaining part is more particularly described in Exhibit "C" attached hereto (the "**Adjacent Area**"). The Easement Area and the Adjacent Area are collectively referred to in this Agreement, as applicable, as "**Antone Road**".

B. Grantee is the fee owner of that certain real property located in the unincorporated community of Mariposa, County of Mariposa, State of California, and more particularly described in Exhibit "D" attached hereto (the "**Grantee Property**"), on which Grantee intend to construct a multifamily affordable housing development and related amenities (the "**Project**").

C. In connection with the construction of the Project, the county of Mariposa requires that Antone Road be upgraded for pedestrian and vehicular access to and from the Project to Joe Howard Bridge for the benefit of the public, Grantee and Grantee's tenants, agents, employees, contractors, visitors, vendors, service personnel, licensees, guests and/or invitees (collectively, the "**Permitted Users**") and that certain existing utility lines running under Antone Road be upgraded for use by Grantee and the applicable Permitted Users as required by the County. Details of the road and utility lines upgrading work are set forth in Exhibit "E" attached hereto (collectively, the "**Upgrade Work**").

D. It is a County of Mariposa condition of Grantee's development of the Project that Grantee perform and complete the Upgrade Work. Grantee has agreed to perform the Upgrade

Work if Grantor grants easements in, under, along, and across the Easement Area for ingress, egress, access, construction, maintenance, repair and utilities to and for the benefit of Grantee and the Permitted Users for the benefit of the Grantee Property on the terms and conditions set forth in this Agreement.

E. Grantor desires that Grantee perform the Upgrade Work and Grantor has agreed to grant easements in, under, along, and across the Easement Area for ingress, egress, access, construction, maintenance, repair and utilities to and for the benefit of Grantee and the Permitted Users for the benefit of the Grantee Property on the terms and conditions set forth in this Agreement.

F. It is the desire of Grantor and Grantee that, following completion of the Upgrade Work, the County of Mariposa will accept a dedication of the upgraded Antone Road located in the Easement Area and the Adjacent Area (the "**Dedication**"). However, in the event that the Dedication does not occur, Grantor and Grantee desire that Grantee maintain and repair the upgraded Antone Road within the Easement Area and the Adjacent Area (collectively, the "**Improved Road**").

IN CONSIDERATION of the mutual covenants and promises set forth herein, the receipt, adequacy and sufficiency of which is hereby expressly acknowledged, the parties hereto agree as follows:

1. Grant of Easement for Ingress and Egress. Grantor hereby grants to Grantee, the Permitted Users and their respective successors and assigns, a non-exclusive, irrevocable easement over, along, and across that Easement Area (i.e., the Improved Road) for pedestrian and vehicular ingress and egress to the Grantee Property (the "**Access Easement**").

2. Grant of Easement for Utilities. Grantor hereby grants to Grantee, the Permitted Users and their respective successors and assigns, a non-exclusive, irrevocable easement and right of way for the purpose of placement, operation, maintenance and repair of any and all utilities serving the Grantee Property in, under, along, and across the Easement Area (the "**Utilities Easement**").

3. Grant of Easement for Upgrade Work. Grantor hereby grants to Grantee and its agents, employees, contractors, a non-exclusive, irrevocable easement and right of way in, under, along, and across the Easement Area for the purpose of construction of the Upgrade Work (the "**Construction Easement**").

4. Grant of Easement for Maintenance and Repair. Grantor hereby grants to Grantee and its agents, representatives, representations, employees, contractors, a non-exclusive, irrevocable easement and right of way in, under, along, and across the Easement Area for the purpose of maintaining and repairing the Road following the completion of the Upgrade Work ("**Maintenance Easement**"). The Access Easement, Utilities Easement, Construction Easement and Maintenance Easement are collectively referred to herein as the "**Easements**". If and upon dedication of the Improved Road to the County, and acceptance of the same by the County, all road and utility maintenance and repair obligations accepted by the County shall be the

responsibility solely of the County and Grantee shall be fully released therefrom, and Grantee, at any time thereafter, in its sole discretion, on its own signature, may terminate one or more of the Easements herein described.

5. Maintenance and Repair.

(a) Except as provided above in Section 4, and below in Subsection 5(b), Grantee shall be responsible for the costs and the performance of the maintenance and repair of the Improved Road so as to keep the Improved Road in good condition and repair, in compliance with all applicable governmental requirements.

(b) If and to the extent any damage to any portion of the Improved Road is directly caused by, or attributable to Grantor or its invitees while Grantee is responsible for maintenance and repair thereof, Grantor shall pay any and all of the maintenance and repair costs related thereto at its sole expense.

6. Dedication. Grantor approves and agrees to the right for Grantee to pursue the Dedication of the Improved Road to the County and Grantee will approve any related and reasonable dedications of any of the improvements constructed on or with respect to Antone Road as may be required by the County in connection with the improvement of Antone Road. Grantor hereby waives its rights and the rights of any of its successors-in-interest to challenge, on any grounds now known or unknown or which may be known in the future, any such Dedications. Grantor agrees to execute in a timely fashion, with no undue hindrance or delay, any and all applications and other documentation relating to or for any such Dedications within ten (10) days of receipt of the same, and also shall cooperate fully with Grantee and the County, in all good faith, in connection with any such Dedication. Grantee will be responsible for all fees associated with the dedication.

7. Running with the Land. The Easements shall run with the land and shall be binding upon Grantor and its successors and assigns who hereafter shall hold title to the Grantor Property, and shall inure to the benefit of Grantee and its successors and assigns who hereafter shall hold title to the Grantee Property. The Easements shall bind and burden the Grantor's Property, which shall be the servient tenement, and shall benefit the Grantee's Property, which shall be the dominant tenement.

8. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors, and/or assigns.

9. Legal Fees. In the event any party hereto brings or commences legal proceedings to enforce any of the terms of this Agreement, the successful party in such action shall then be entitled to receive and shall receive from the other party, in every such action so commenced or pursued, a reasonable sum for its attorney's fees, court costs, investigation expenses, discovery costs and costs of mediation, arbitration and/or appeal incurred by it in the litigation

10. Modification. This Agreement shall not be changed, modified. amended or terminated in whole or in part without the written agreement of all record title holders of the Grantor Property and the Grantee Property.

11. Exhibits; Recitals. Exhibits "A", "B", "C", "D" and "E" attached to this Agreement are hereby incorporated by reference in and are deemed to constitute an integral part of this Agreement. The Recitals set forth above are incorporated into this Agreement by reference thereto.

12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GRANTOR:

Brian D. Shoor

Jennifer Shoor

GRANTEE:

Creekside Terrace, L.P.,
a California limited partnership

By: Creekside Terrace LLC,
a California limited liability company,
Its general partner

By: Self Help Enterprises,
a California nonprofit public benefit corporation,
Its sole member/manager

By: _____
Thomas J. Collishaw,
President and Chief Executive Officer

11. Exhibits; Recitals. Exhibits "A", "B", "C", "D" and "E" attached to this Agreement are hereby incorporated by reference in and are deemed to constitute an integral part of this Agreement. The Recitals set forth above are incorporated into this Agreement by reference thereto.

12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GRANTOR:

_____
Brian D. Shoor

_____
Jennifer Shoor

GRANTEE:

Creekside Terrace, L.P.,
a California limited partnership

By: Creekside Terrace LLC,
a California limited liability company,
Its general partner

By: Self Help Enterprises,
a California nonprofit public benefit corporation,
Its sole member/manager

By: _____
Thomas J. Collishaw,
President and Chief Executive Officer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of Mariposa)

On 4/1/2021, 2021, before me, Trista Lobaugh, Notary Public, personally appeared, Brian D. Shoor and Jennifer Shoor, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

TRISTA LOBAUGH
Notary Public - California
Mariposa County
Commission # 2199578
My Comm. Expires Jun 27, 2021

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of Tulare)

On April 1, 2021, before me, Valerie Pedro, Notary Public, personally appeared, Thomas J. Collishaw, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~ ~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

VALERIE PEDRO
Notary Public - California
Tulare County
Commission # 2315118
My Comm. Expires Dec 10, 2023

Signature Valerie Pedro

EXHIBIT "A"

THE GRANTOR PROPERTY

All that real property situated in the State of California, County of Mariposa and described as follows:

All that certain parcel of land described in those Certificates of Compliance recorded October 27, 1999 as document no. 1994834 and December 31, 2001 as document no. 2016216 and more particularly described in that certain Grant Deed in favor of Brian D. Shoor and Jennifer Shoor, husband and wife as joint tenants recorded July 17, 2002 as document no. 2023981, Mariposa County Records.

EXHIBIT "B"

THE EASEMENT AREA

EXHIBIT "B"

PUBLIC ROAD AND PUBLIC UTILITY EASEMENT

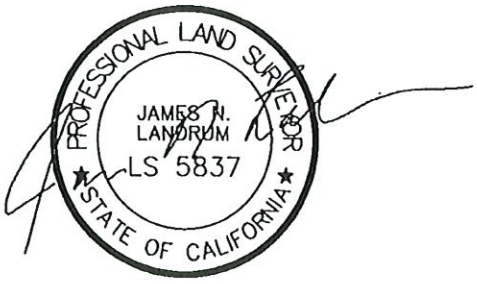
A non-exclusive easement for Public Road and Public Utilities with a maximum width of 36.00 feet situated in Projected Section 23, Township 5 South, Range 18 East, Mount Diablo Base and Meridian, Rancho Las Mariposas, County of Mariposa, State of California, said easement more particularly described as follows:

COMMENCING at the most Northerly corner of Parcel 1 of that Parcel Map recorded in Book 10 of Parcel Maps at Page 32 for J.G. Greenamyer, et. al. as described in Grant Deed to Brian and Jennifer Shoor, recorded as Document No. 2023981 on July 17, 2002 in Mariposa County Official Records, thence Southerly along the Westerly line of said Parcel 1, South 11°37'00" East a distance of 97.75 feet to the Northwesterly corner of said easement and the **TRUE POINT OF BEGINNING,** from which point a 3/4 inch iron pipe also bears South 11°37'00" East a distance of 5.86 feet;

Thence from said True Point of Beginning, Southeasterly along the Northerly line of said easement, South 55°04'34" East a distance of 199.51 feet, more or less, to a point on the Westerly line of Joe Howard Street as conveyed to the County of Mariposa, recorded December 13, 2001 as Instrument No. 2015915; Thence Southwesterly along the Westerly line of said Joe Howard Street South 49°50'27" West a distance of 4.08 feet to the Southwesterly corner of said Street; Thence Southeasterly along the Southerly line of said Street, South 55°02'25" East a distance of 62.08 feet to the Southeasterly corner of said Street; Thence Northeasterly along the Easterly line of said Street, North 49°50'27" East a distance of 4.12 feet; Thence leaving the Easterly line of said Street; South 55°04'34" East a distance of 22.61 feet, more or less, to the Northeasterly corner of this easement and a point on the Easterly line of said Parcel 1; from which point a 3/4 inch iron pipe at the Northeasterly corner of said Parcel 1 bears North 44°57'13" East a distance of 41.46 feet; Thence from the Northeasterly corner of said easement along said Easterly line of Parcel 1, South 44°57'13" West a distance of 36.56 feet to the Southeast corner of this easement; Thence Northwesterly along the Southerly line of said easement, North 55°04'34" West a distance of 239.85 feet, more or less, to a point on the Westerly line of said Parcel 1; Thence Northerly along said Westerly line of Parcel 1, North 11°37'00" West a distance of 52.34 feet to the **TRUE POINT OF BEGINNING.**

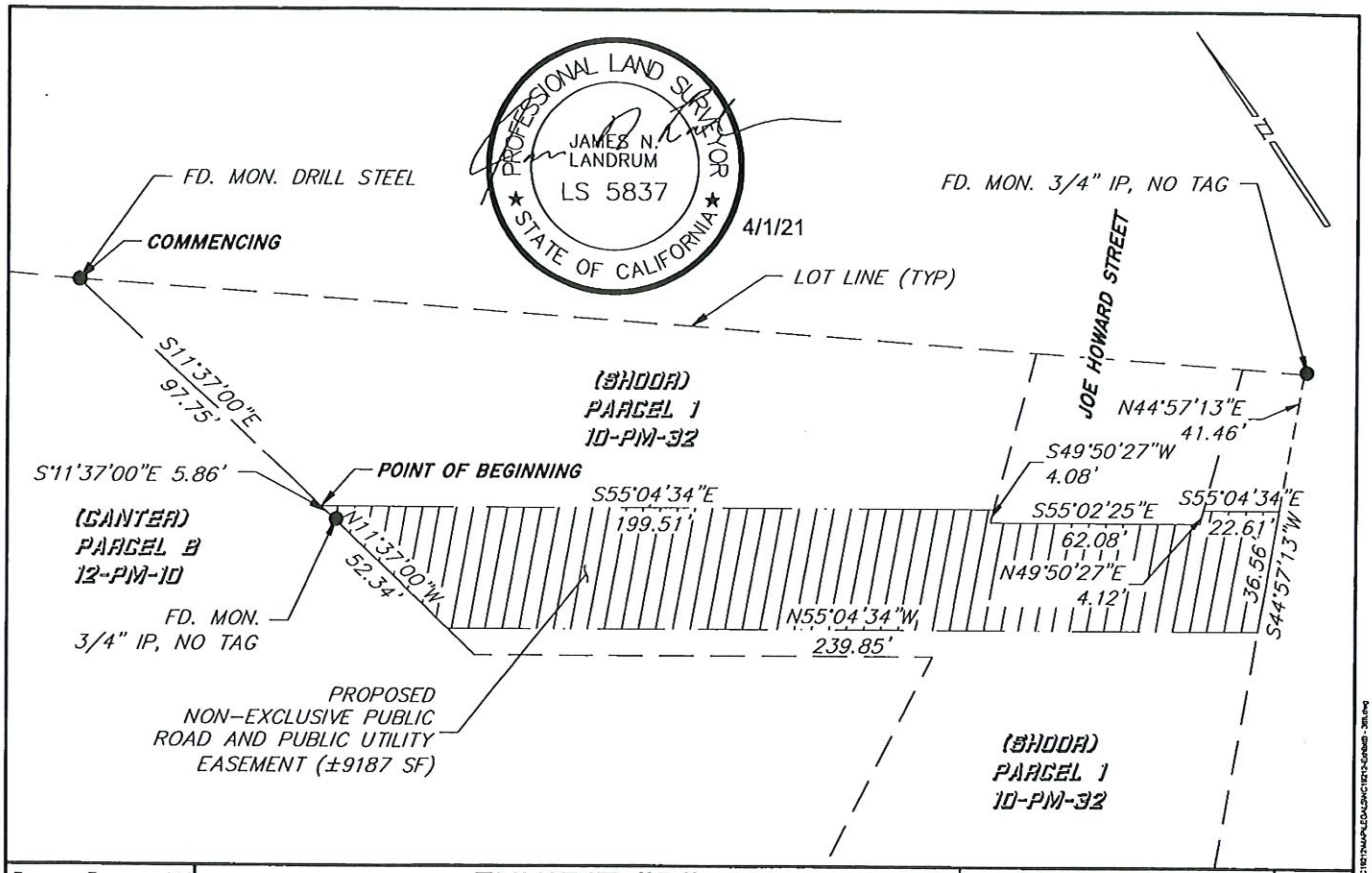
Containing 9,187 square feet, more or less.

END OF DESCRIPTION



4/1/21

10



Drawn By: MJ	**EXHIBIT "B"**	MVE Inc.	SHEET 1
Date: 3/29/21	**NON-EXCLUSIVE PUBLIC ROAD AND PUBLIC UTILITY EASEMENT**	1117 L Street, Modesto, CA 95354	
Scale: 1"=40'		866.526.4214 I www.mve.net	
Job No.: NC19212		Northern California | Southern California | Nevada	
Phone: 866.526.4214	MARIPOSA CALIFORNIA		OF 1

2021731

EXHIBIT "C"

THE ADJACENT AREA

EXHIBIT 'C"

60.00 FOOT WIDE PUBLIC ROAD AND PUBLIC UTILITY EASEMENT

A 60.00 foot wide non-exclusive easement for Public Road and Public Utilities situated in Projected Sections 22 and 23, Township 5 South, Range 18 East, Mount Diablo Base and Meridian, Rancho Las Mariposas, County of Mariposa, State of California, said easement being 30.00 feet on the sides of the centerline described as follows:

COMMENCING at the Northeast corner of Parcel B of that Parcel Map recorded in Book 12 of Parcel Maps at Page 10 for Scott P. Bumguardner as described in Grant Deed to Jenifer Canter, recorded as Document No. 20173872 on October 25, 2017 in Mariposa County Official Records, thence Southerly along the Westerly line of said Parcel B, South 38°30'40" West a distance of 107.79 feet to the centerline of said easement and the **TRUE POINT OF BEGINNING.**

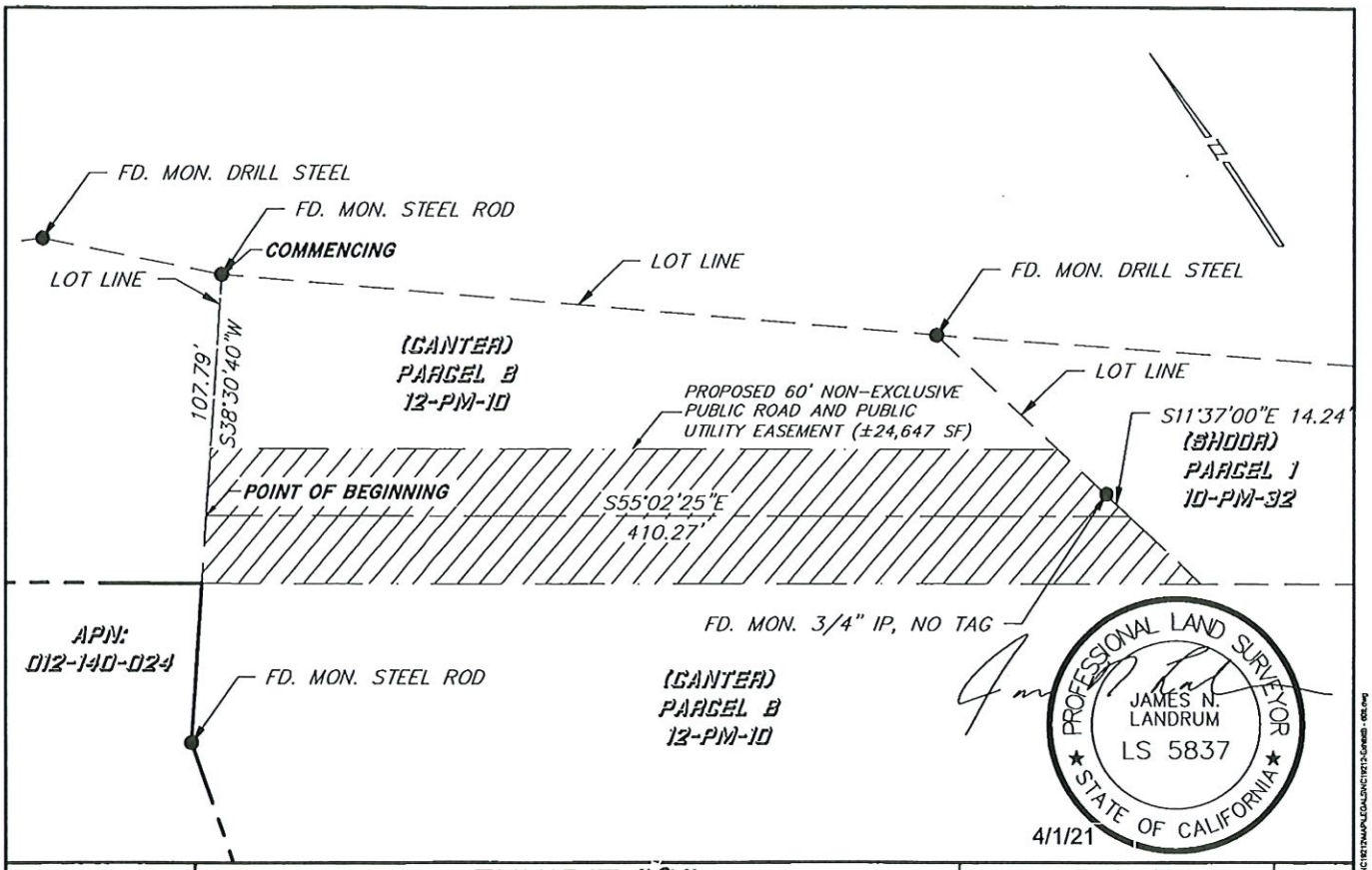
Thence South 55°02'25" East a distance of 410.27 feet, more or less, to a point on the easterly line of said Parcel B and end of said 60 foot wide easement; said point also being South 11°37'00" East a distance of 14.24 feet from a 3/4" iron pipe on the Easterly line of said Parcel B.

The side lines of said easement are to be elongated or shortened to match said Westerly and Easterly boundary lines of Parcel B.

Contains 24,647 square feet, more or less.

END OF DESCRIPTION

4/1/21



Drawn By: MJ Date: 3/29/21 Scale: 1"=60' Job No.: NC19212 Phone: 866.526.4214	**EXHIBIT "C"** **60 FOOT WIDE NON-EXCLUSIVE PUBLIC ROAD AND PUBLIC UTILITY EASEMENT** MARIPOSA CALIFORNIA	MVE Inc. 1117 L Street, Modesto, CA 95354 866.526.4214 I www.mve.net Northern California | Southern California | Nevada	SHEET 1 OF 1

Plot March 29, 2021 at 10:07 AM - P:\DACIVIC\19212\NAP\LEGAL\NC19212-Exhibit - 60ft.dwg

2021173 1

h1

EXHIBIT "D"

THE GRANTEE PROPERTY

All that real property situated in the State of California, County of Mariposa and described as follows:

All that certain real property situated in Projected Section 22, Township 5 South, Range 18 East, M.D.B.&M., Rancho Las Mariposas, County of Mariposa, State of California, said tract of land more particularly described as follows:

Beginning at Corner No. 1, of that tract known as "Fournier Garden" as described in Grant Deed to Self Help Enterprises, a California Corporation, recorded as Document No. 20200757 on February 28th, 2020 in Mariposa County Official Records and herein after called Deed 1, on the Westside of Mariposa Creek, from whence the NE corner of Projected Section 22, Township 5 South, Range 18 East, M.D.B.&M. (as said Section, Township and Range are so designated in Patent to John C. Fremont of the tract known as Las Mariposas Grant, in Book "M" of Patents, at pages 1 to 17, Mariposa County Records) bears N. 25° 05' E. a distance of 383.37 feet, and running thence the following 10 courses:
1. N. 38° 30' 40" E. a distance of 71.09 feet;
2. N. 54° 44' 09" W. a distance of 126.56 feet to a point on a 120.00 foot radius tangent curve concave southerly;
3. Thence along said 120.00 foot radius curve through a delta angle of 28° 17' 58" and an arc distance of 59.27 feet;
4. Thence N. 83° 02' 08" W. a distance of 52.77 feet;
5. Thence S. 27° 36' 28" W. a distance of 92.41 feet to a point on the northerly line of said Fournier Garden;
6. Thence N. 70° 25' 15" W. along the northerly line of said Fournier Garden a distance of 335.13 feet to Corner No. 2 of Document No. 20200757 (herein after called "Deed 1") (N. 76° 26' W per Deed 1);
Thence along the boundary of said Fournier Garden the following 4 courses:
7. S. 20° 18' 58" W. a distance of 171.46 feet (S. 19° 42' W. a distance of 171.42 feet per Deed 1) to Corner No. 3 of Deed 1;
8. Thence S. 64° 22' 51" E. a distance of 262.83 feet (S. 64° 10' E. a distance of 261.27 feet per Deed 1) to Corner No. 4 of Deed 1;
9. Thence S. 76° 00' 57" E. a distance of 309.71 feet (S. 76° 31' E. distance of 309.53 feet per Deed 1 to Corner No. 5 of Deed 1;
10. Thence N. 16° 02' 28" E. a distance of 169.23 feet (N. 16° 04' E. per Deed 1) to the Point of Beginning.

EXHIBIT "E"

UPGRADE WORK

- 36' of roadway improvements which includes two (2) traffic lanes and sidewalk on one side of the Improved Road, including all associated concrete and asphalt flat work in accordance with all Mariposa County requirements, as may change from time to time
- Curb and gutter on both sides of the Improved Road
- Grading, excavation and earth work as required for construction of the improvements
- Fire hydrants, street lighting and/or utility pole relocation (if and as may be required by Mariposa County)
- access for Grantor to, from and across the Improved Road to the Joe Howard Bridge
- curb cuts (one or more) to allow Grantor access to Grantor's curtilage and home so that Grantor retains its ability to park on Grantor's Property in a manner consistent with Grantor's historical parking on the Grantor Property, along with a paved transition to and from the Improved Road to the Grantor's driveway. Grantee will cause its engineer(s) to design, in a reasonable fashion, these improvements, and present them to both Grantor and the County for approval. Final approval of all development plans shall be at the discretion of the County. Grantor shall not withhold or delay any approval required of Grantor by the County.

– Recorder
Mariposa Co Official Records
Recorded at the request of
INTER COUNTY TITLE COMPANY

ER
6/22/2022
8:00 AM

DOC#: 20222413

00020222413

Titles: 1 Pages: 6

Fees	29.00
Taxes	0.00
Others	75.00
PAID	$104.00

WHEN RECORDED MAIL TO:
MARIPOSA COUNTY PUBLIC WORKS
5356 BEN HUR RD.
MARIPOSA, CA. 95338

DECLARATION OF ROAD MAINTENANCE ASSOCIATION

This declaration is made this 13th day of June, 2022 by Creekside Terrace L.P. (hereinafter "Declarant").

WHEREAS, Declarants are the owners in fee of all that real property set forth as described in the Certificate of Compliance recorded March 19, 2021 as Document No. 20211362, Mariposa County Official Records and herein known as Creekside Terrace.

WHEREAS, Antone Road, a private road, which roadway is intended to be dedicated to the County of Mariposa and accepted for public use, and also will be requested to be added to the Mariposa County Road system for maintenance.

WHEREAS, until such time as the roadway is accepted for public use and adopted for maintenance, a provision for road maintenance is required.

WHEREAS, all weather ingress and egress to and from said Creekside Terrace is byway of Antone Road to the intersection of that Mariposa County Road, Joe Howard Street.

NOW THEREFORE, the undersigned Declarant hereby establishes the ANTONE ROAD MAINTENANCE ASSOCIATION, an unincorporated association, and impose upon said Creekside Terrace, as described within said Certificate of Compliance, the following Covenants and Conditions pertaining thereto.

1. All owners of said Creekside Terrace, shall automatically become members of the ANTONE ROAD MAINITENANCE ASSOCIATION and shall remain a member thereof until such time as the ownership ceases for any reason, at which time the membership in the Association shall also cease. The owners of property within the area described on said Certificate of Compliance shall together be considered a single member for purposes of this Agreement, although they shall be jointly and severally liable for compliance with the terms of this agreement.

2. The Association shall establish bylaws and assessments for property owners and members at its first meeting which shall be held one year from the recordation of this

Declaration. The Association shall include 100% of the parcels in within the area described within said Certificate of Compliance served by the access road. The Association shall establish assessments for the road maintenance costs on an annual basis and shall assess said costs equally between the members of the Association, except as provided in paragraph 6 hereof. The creation of additional parcels within said area will increase memberships proportionally.

3. The Association, acting pursuant to its bylaws, shall take all actions necessary for the preservation and protection of roads under its jurisdiction including but not limited to, decisions and expenditures for road maintenance and preventive road improvements.

4. The Road, Antone Road, from its intersection at the southerly end of Joe Howard Street and continuing northwesterly to the southerly terminus of Fournier Road, shall be kept in such condition as to be safely passable to ordinary automobile traffic and emergency vehicles at all times except in cased of natural disaster or other acts of God, when a reasonable time period may be necessary for corrective action. Maintenance of the road shall be provided by the Association at least once a year or as needed, which maintenance shall include drainage and erosion control devices, fuel modification and upkeep of the road surface to the County standards established for the Creekside Terrace project.

5. The Association shall not relinquish maintenance responsibility for any portion of the road without the written consent of all members served by that portion unless title to the portion passes to a duly constituted governmental authority.

6. The use of the land and/or structures for any non-residential purpose or purposes which increases the traffic shall cause the assessment of a surcharge over and above the normal assessment. Such surcharge shall increase the total assessment as to that landowner in the same proportion as the traffic has been increased by the non-resistant use. However, nothing contained in this provision shall be construed as an agreement to or promotion of the establishment of any commercial enterprise or non-residential use.

7. Approval of maintenance contracts shall be at the sole discretion of the Association. All contracts shall provide for liability insurance coverage against liability created by the Contractor in the amount of at least $250,000 for any single occurrence and at least $500,000 of aggregate coverage.

8. From time to time, there may be added to the property covered by this Road Maintenance Agreement, additional contiguous parcels of land, which have legal rights to use the road, upon the recordation of a Declaration of Annexation executed by the contiguous land owner. The owner of said additional land shall become a member of the Association and shall be subject to the terms and conditions of this Agreement.

9. These covenants and restrictions set forth herein are imposed against and for the benefit of the area described within said Certificate of Compliance, or each subsequent subdivision of each parcel and of each parcel annexed hereto, and shall run with the land and be binding upon all owners until such time as the road is accepted for maintenance by the local government having jurisdiction at that time.

10. The Association shall be authorized to prosecute in any proceeding at law or in equity, any violation or attempted violation of these provisions either to prevent a violation of these provisions or to recover damages. In any litigation arising out of these covenants, all costs and reasonable attorney's fees may be made a part of the judgement of the court. Other land owners not a part of the Agreement who make use of the road pursuant to any rights which they may have shall be subject to payment of their reasonable share of maintenance costs as set forth in Civil Code Section 845.

11. The Association shall, pursuant to its bylaws, establish delinquent dates for payment of assessments. The amount of any delinquent assessment plus costs, (including attorney's fees) of collecting the delinquent assessment shall be and become a lien on the parcel assessed when the Association causes to be recorded a notice of delinquent assessment.

12. Individual members of the Association shall not undertake repairs or improvements of the road without first filing with the Association, at least three weeks prior to beginning work, a complete set of engineered drawings for such work. Any individual, who causes damage to the road, litters or defaces the road, shall become liable to the Association for the cost of repair or other work necessary to restore the road to its prior condition.

13. If any provision contained herein shall be adjudicated invalid by judgment or court order for any reason, such invalidation shall in no way affect any of the other provisions, which shall remain in full force and effect.

14. Failure to enforce any provision herein shall in no way be deemed a waiver of the right to assert rights thereafter.

15. This Declaration shall remain in full force and effect for a period of 30 years from the recordation date hereof, after which time it shall be automatically extended for successive periods of 10 years, unless, after the expiration of the initial 30 year period, the then record owners of not less than a majority of the parcels subject to this Declaration have executed and recorded an instrument terminating of amending this Declaration in whole or in part or until termination pursuant to the terms set forth in No. 9 above. In no event shall this Declaration be

terminated or amended within the initial 30 year term unless, at the same time, a new method of maintaining the roadway is adopted and approved by the County.

DECLARANT:

Creekside Terrace, L.P.
a California limited partnership

By: Creekside Terrace, LLC
a California limited liability company,
Its general partner

By: Self Help Enterprises,
a California nonprofit public benefit corporation,
Its sloe member/manager

By: _____
Thomas J. Collishaw,
President and Chief Executive Officer

"A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

STATE OF California

COUNTY OF Tulare

On June 13, 2022, before me, Valerie Pedro, a notary public, personally appeared Thomas J. Collishaw who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Valerie Pedro

VALERIE PEDRO
Notary Public - California
Tulare County
Commission # 2315118
My Comm. Expires Dec 10, 2023

20222413
~~20211362~~

EXHIBIT "A"

ADJUSTED PARCEL "A"

All that certain real property situated in Projected Section 22 Township 5 South, Range 18 East, M.D.B.&M, Rancho Los Mariposas, County of Mariposa, State of California, said tract of land more particularly described as follows:

BEGINNING at Corner No.1, of that tract known as "Fournier Garden" as described in Grant Deed to Self Help Enterprises, a California Corporation, recorded as Document No. 20200757 on February 28th, 2020 in Mariposa County Official Records and herein after called Deed 1, on the Westside of Mariposa Creek, from whence the NE corner of Projected Section 22 Township 5 South, Range 18 East, M.D.B.&M. (as said section, township and range are so designated in Patent to John C. Fremont of the tract known as Las Mariposas grant, in Book "M" of Patents, at pages 1 to 17, Mariposa County Records) bears N25°05'E a distance of 383.37 feet, and running thence the following 10 courses:

- N38°30'40"E a distance of 71.09 feet;
- N54°44'09"W a distance of 126.56 feet to a point on a 120.00 foot radius tangent curve concave southerly;
- Thence along said 120.00 foot radius curve through a delta angle of 28°17'58" and an arc distance of 59.27 feet to the point of tangency;
- Thence N83°02'08"W a distance of 52.77 feet;
- Thence S27°36'28"W a distance of 92.41 feet to a point on the northerly line of said Fournier Garden;
- Thence N70°25'15"W along the northerly line of said Fournier Garden a distance of 335.13 feet to Corner No.2 of Document No. 20200757 (herein after called "Deed 1") (N.76°26' W per Deed 1);
- Thence along the boundary of said Fournier Garden the following 4 courses: S20°18'58"W a distance of 171.46 feet (S19°42'W a distance of 171.42 feet per Deed 1) to Corner No. 3 of Deed 1;
- Thence S64°22'51"E a distance of 262.83 feet (S64°10W a distance of 261.27 feet per Deed 1) to Corner No.4 of Deed 1;
- Thence S76°00'57"E a distance of 309.71 feet (S76°31 S a distance of 309.53 feet per Deed 1) to Corner No. 5 of Deed 1;
- Thence N16°02'28"E a distance of 169.23 feet (N16°04'E per Deed 1) to the **POINT OF BEGINNING**.

CONTAINING 125,313 SQUARE FEET OR 2.88 ACRES, MORE OR LESS and is subject to any rights-of-way or easements of record or legally acquired.

END OF DESCRIPTION

LICENSED LAND SURVEYOR
JAMES N. LANDRUM
LS 5837
STATE OF CALIFORNIA

03/05/2021

END OF DOCUMENT

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Department of Public Works
County of Mariposa
4639 Ben Hur Road
Mariposa, California 95338

A.P.N. 013-230-024 & 045

NON-REVOCABLE AND PERPETUAL OFFER OF DEDICATION OF PUBLIC ROAD AND/OR PUBLIC UTILITY EASEMENT RIGHT-OF-WAY TO THE COUNTY OF MARIPOSA

This Declaration is made this _____ day of _____ , 20 ____ by Self Help Enterprises-Creekside Terrace, hereinafter referred to as "Offerors" and completes the intent of the Easement granted by Jennifer Z. Canter to Creekside Terrace, L.P., a California limited partnership, recorded April 9, 2021 as Document No. 20211730, Mariposa County Official Records, and the Easement granted by Brian D. Shoor and Jennifer Shoor to Creekside Terrace, L.P., a California limited partnership, recorded April 9, 2021 as Document No. 20211731, Mariposa County Records

WITNESSETH;

WHEREAS, said Offeror's desire to make a non-revocable offer of dedication to the public of an easement for public road and/or public utility easement purposes and incidental uses, together with the right to trim and/or remove necessary trees and vegetation, along Antone Road, which offer may be accepted at any time by any governmental entity which has the power to establish, construct and maintain roads.

NOW, THEREFORE, said Offeror's covenant, promise and grant as follows:

1. That said Offerors have been granted the right to pursue the dedication of the roadway and easements as described within said Document No. 20211730 and said Document No. 20211731.

2. That said Offerors do hereby non-revocably and in perpetuity offer to such governmental entity a dedication of a public right-of-way easement for road and/or Public Utility purposes and incidental uses upon the following described property:

See EXHITBIT B of said Document No. 20211730, said Document attached hereto.

3. That until such time as the above offer of dedication is accepted by such government entity, all owners of property contiguous to the above-described road parcel shall have the right to use said road parcel as a public road.

4. That the Offerors agree that the above offer of dedication shall be non-revocable and non-exclusive and such government entity may, at any time in the future accept said offer of dedication of the public road right-of-way easement and/or public utility easement.

5. That the Offerors agree that this non-revocable and perpetual offer of dedication is and shall be binding on his heirs, assigns, and successors in interest.

IN WITNESS WHEREOF, this offer of dedication is executed and made by the Offerors on the day and year first above written.

OFFERORS

Creekside Terrace, L.P.,
a California limited partnership

By: Creekside Terrace LLC,
a California limited liability company,
Its general partner

By: Self Help Enterprises,
a California nonprofit public benefit corporation,
Its sole member/manager

By: _____ Date: _____
Thomas J. Collishaw,
President and Chief Executive Officer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____, a Notary Public, personally appeared Thomas J. Collishaw , who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Certificate of Acceptance by the County of Mariposa

This is to certify that the interest in real property conveyed by this Offer of Dedication dated _____ from Self Help Enterprises-Creekside Terrace, to the County of Mariposa, a political subdivision of the State of California, is hereby accepted by Miles Menetrey, Chairman of the Board on behalf of the Board of Supervisors of Mariposa County, pursuant to authority conferred by Resolution #_____ adopted on _____ , and the grantee hereby consents to the recordation thereof by its duly authorized officer.

Date _____

_____

Miles Menetrey, Chair

Mariposa County Board of Supervisors

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____, a Notary Public, personally appeared Miles Menetrey, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-261

MEETING: June 18, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with RDO Equipment Company for the Purchase and Installation of Carlson Machine Control Hardware in the Amount of $85,229.55; and Authorize the Chair of the Board of Supervisors to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with RDO Equipment Company for the Purchase and Installation of Carlson Machine Control Hardware in the Amount of $85,229.55; and Authorize the Chair of the Board of Supervisors to Sign the Agreement.

One key discovery highlighted in the Solid Waste Operational Review, presented to the Board of Supervisors on March 5, 2024, emphasized the need to enhance landfill grading and ensure strict adherence to a comprehensive fill sequence plan. In response, Public Works has opted to integrate machine control technology into the landfill dozer to improve operational efficiency and precision.

Carlson Machine Control for landfill dozers enhances precision and efficiency in waste management by providing real-time data and automated control features. By integrating GPS and sensor technology, Carlson Machine Control enables precise grading and compaction, resulting in optimized landfill cell usage and reduced airspace consumption. Operators can accurately maintain slopes and grades, ensuring compliance with environmental regulations and minimizing the risk of soil erosion.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On August 16, 2022, the Board of Supervisors Authorized a Request for Qualifications to Perform an In-Depth Analysis of the Solid Waste and Recycling Division's Operations (RES 2022-477).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The landfill dozer will continue to perform grading and fill operations using traditional labor-intensive methods.

FINANCIAL IMPACT

No Impact on the General Fund. This item will be paid out of ARPA Fund 3487.

ATTACHMENTS

1. **Carlson Landfill Brochure**
2. **RDO Equipment Co. - Landfill Machine Control - Hardware**

3. COI RDO

VOTE RESULT

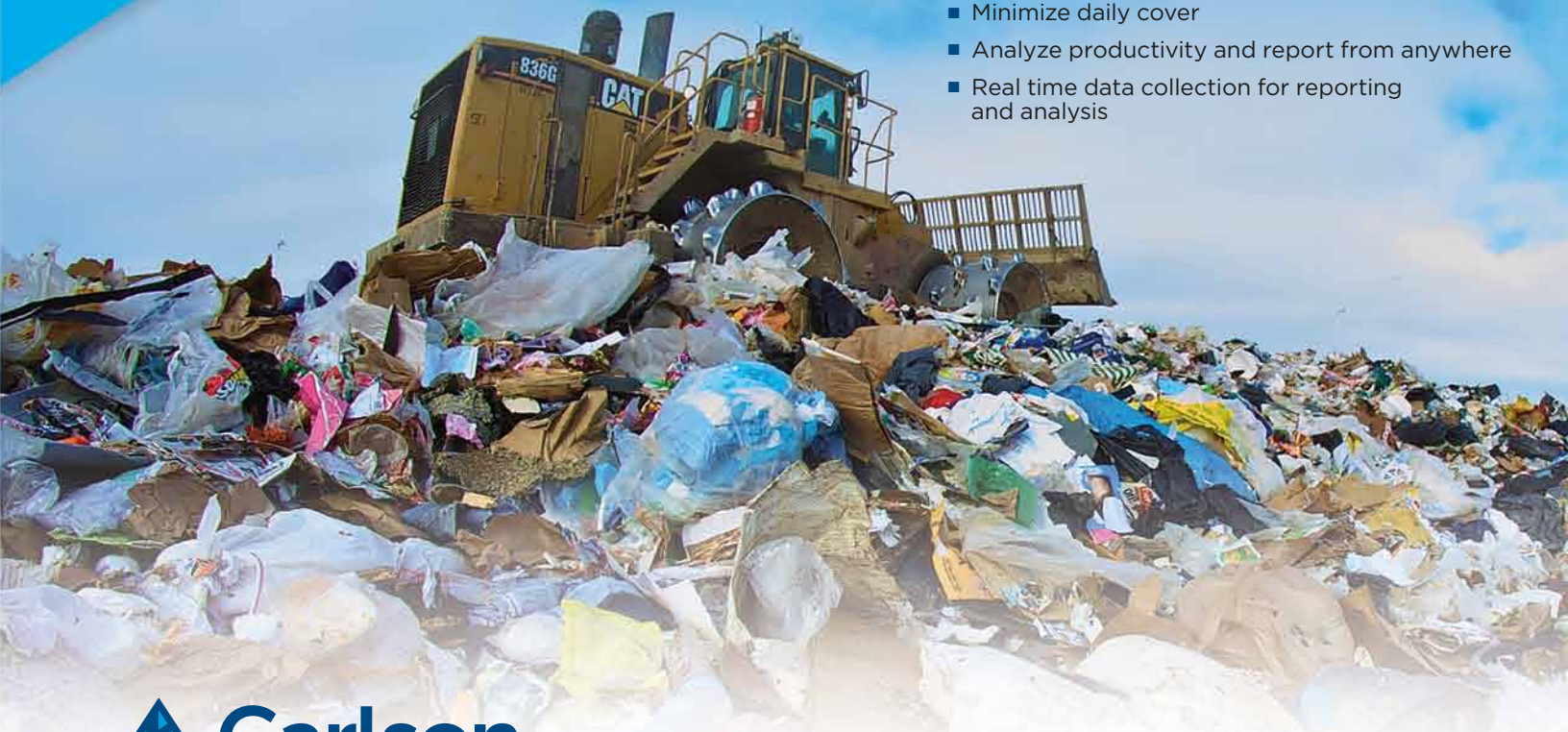
RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Carlson Machine Control

Carlson Grade for Landfills

Designed for Landfill Compactors, Dozers, Graders and Scrapers

- Track your compaction in real time with color mapping using pass counts or vertical deflection
- Data sharing between machines to help maximize productivity
- Maximize airspace utilization by optimizing compaction
- Easily generate AUF, volume and machine utilization reports
- Minimize daily cover
- Analyze productivity and report from anywhere
- Real time data collection for reporting and analysis



Carlson MACHINE CONTROL

Learn more: www.carlsonmachinecontrol.com
or contact at: info@carlsonmachinecontrol.com

Extend the Life of Any Landfill

Carlson Landfill Grade and Carlson Command are tools that work together to help landfills optimize their airspace usage while minimizing machine usage. Carlson Grade provides Operators with a better understanding of their compaction levels to optimize their productivity and minimize pass counts. All data is sent to Carlson Command for Real-Time Machine Views, Report Generation and Scheduling, Data Analysis, and Historical Playback

Key Features

- Eliminate overfill of outer design slopes
- True recording of actual material placement
- Avoidance Zones such as gas wells and hazardous material placement
- Daily density calculations through scale house weight & import
- Forward and Reverse Compaction
- Carlson Streaming connects machines and office
- Remote monitoring of machines and material placement
- Historical playback for machines and material placement
- Ability to collect and stake points

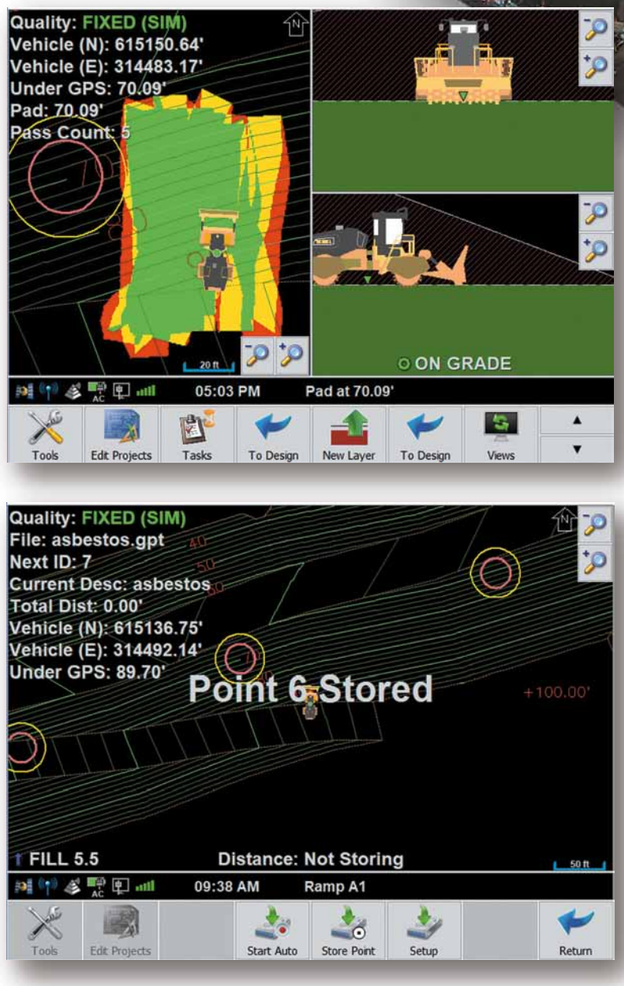
Special Features

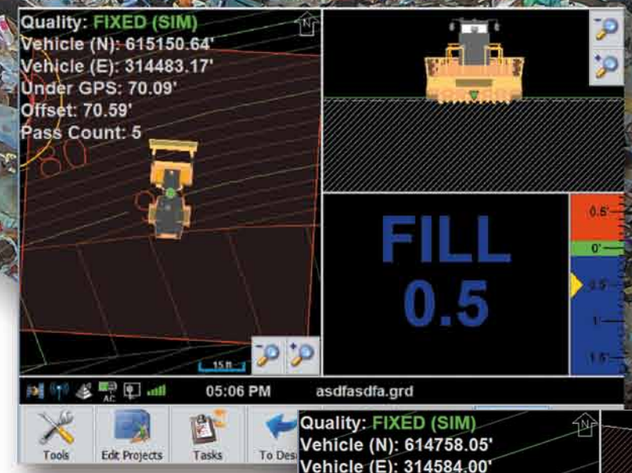
- Customizable screens
- Support for most all GPS/GNSS receivers
- Direct import of .dwg, .dxf, TN3, GC3, LN3, TIN, GRD and more...
- Operator display shows Compaction or Machine Pass Counts via color map

GPS-powered machine guidance takes the guesswork out of landfill compaction and grading

One the Site

- Works with Man or Machine
- Eliminates unnecessary passes
- Reaches optimum density is less time
- Provides real-time operator grade guidance
- Gives real-time position anywhere on the site
- Allows for stakeless grading
- Manages Leachate - accurate & easy slope designs manage water runoff minimizing leachate for disposal or treatment

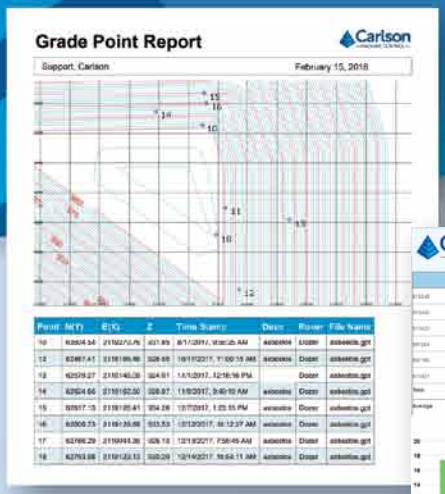


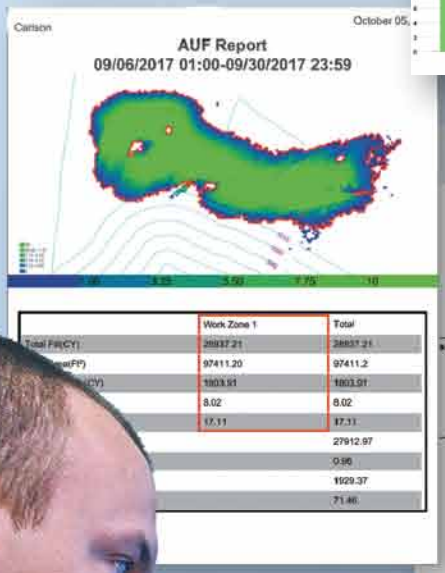


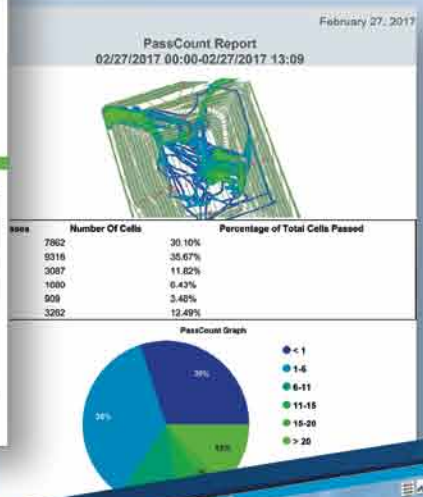
"Simple and sensible machine control for the rest of us"

Carlson Machine Control

Carlson Command for Landfills







In your office or remote location

- Daily density reports
- Volume reports
- Efficiency reports
- Daily work area reports
- Real-time Cut/Fill color map of the site in your office
- Replay machine movements
- Report hazardous waste locations
- Manage machine files

Carlson Software Inc.
33 East 2nd Street ■ Maysville, KY 41056, USA
800-989-5028 ■ 606-564-5028 ■ www.carlsonsw.com

© Copyright 2017 Carlson Software, Inc. All rights reserved. Carlson Software is a registered trademark of Carlson Software, Inc. All other product names or trademarks belong to their respective holders.

Carlson MACHINE CONTROL

AGREEMENT FOR LANDFILL MACHINE CONTROL – HARDWARE

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2024, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "County," and RDO EQUIPMET CO. hereinafter referred to as "Contractor," pursuant to the following terms and conditions.

W I T N E S S E T H:

1. TERM

The term of this Agreement shall commence on the date first hereinabove written and shall continue until all authorized work is approved by County or SEPTEMBER 1, 2024, or whichever is earlier.

2. SERVICES

Contractor shall perform LANDFILL MACHINE CONTROL - HARDWARE as described in Exhibit A, "Scope of Work & Cost Proposal," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Contractor shall be compensated for services performed in an amount not to exceed $85,229.55 as set forth in Exhibit A, "Scope of Work & Cost Proposal," which is attached hereto and incorporated herein by reference. County shall pay Contractor within thirty (30) days of receipt of an approved invoice. In the event payments equal the "not to exceed" amount, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. INSURANCE

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

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $5,000,000 per accident for bodily injury and property damage.

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

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

B. OTHER INSURANCE PROVISIONS

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

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

(2) Primary Coverage: For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance with respect to Contractor's negligent performance of the services as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with at least thirty (30) calendar days' notice to County.

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

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by County. County may require Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to County.

(7) Verification of Coverage: Contractor shall furnish County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

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

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall release, hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, from and against any and all claims, losses, damages, lawsuits, liabilities and expenses, including but not limited to reasonable attorneys' fees, including but not limited to those attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, which arises out of or is in any way connected with the performance of this Agreement (collectively "Liabilities") to the extent caused by Contractor or its officers, agents or employees, except where such Liabilities are caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. STATE AND FEDERAL TAXES

As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers' compensation insurance on behalf of Contractor.

9. AUDITS AND INSPECTIONS

Contractor shall at any time during business hours, and as often as County may deem necessary, make available to County for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon the request of County, permit County to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If compensation to be paid by County under this Agreement exceeds Ten Thousand Dollars ($10,000), Contractor shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

10. ASSIGNMENT

It is understood and agreed that this Agreement contemplates personal performance by Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of Contractor under this Agreement will be permitted only with the express written consent of County.

11. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

CONTRACTOR: **COUNTY:**

Tom Potter, General Manager
RDO Equipment Co.
1400 S Maricopa Rd
Chandler, AZ

tpotter@rdoequipment.com

Nora Cole, Administrative Analyst
County of Mariposa
Department of Public Works
4639 Ben Hur Rd
Mariposa, CA 95338

ncole@mariposacounty.org

12. COMPLIANCE

Contractor shall comply with all federal, state and local laws, codes, ordinances and regulations applicable to Contractor's performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.

13. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

14. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

15. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

16. TERMINATION AND RIGHTS UPON TERMINATION

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination as set forth in Exhibit A.

B. Either party may terminate this Agreement for convenience upon 30 calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit A.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

D. If County terminates this Agreement for default or material breach, then Contractor shall be liable for any reasonable costs in excess of the Agreement amount incurred by County in order to complete Exhibit A, "Scope of Work." In addition, Contractor understands and agrees that County may, in County's sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor prior to the termination date and which remain unacceptable to County as of the termination date.

17. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

18. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Mariposa, State of California.

19. CAPTIONS

The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

20. NUMBER AND GENDER

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

21. MANDATORY AND PERMISSIVE

"Shall" is mandatory. "May" is permissive.

22. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

23. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

24. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

25. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

26. AUTHORITY

Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties

also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

27. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

28. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

29. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

30. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal year covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement,

County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to such reduction or modification of the County budget, or offer an amendment to this Agreement to Contractor to reflect the reduced amount.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

COUNTY OF MARIPOSA	CONTRACTOR
_____	_____
Miles Menetrey, Chair Board of Supervisors	Tom Potter, General Manager RDO Equipment Co.
COUNTERSIGNED: *(Government Code §25103)*	APPROVED AS TO FORM:
_____	_____
Danielle Bondshu Clerk of the Board	Steven W. Dahlem County Counsel

Investment Proposal (Quote)

Exhibit A
SCOPE OF WORK & COST PROPOSAL

RDO Equipment Co.
1400 S. Maricopa Rd.
Chandler AZ, 85226
Phone: (602) 845-1800 - Fax: (520) 796-2182

Proposal for:
MARIPOSA LANDFILL
5593 HIGHWAY 49 N
MARIPOSA, CA, 953389522
MARIPOSA

Investment Proposal Date:	4/9/2024
Pricing Valid Until:	7/1/2024
Deal Number:	1761200
Customer Account#:	5165019
Regional Sales Manager:	Matt Phelps
Phone:	(720) 534-8769
Fax:	
Email:	MPhelps@RDOequipment.com

Equipment Information

Quantity	Status / Year / Make / Model Additional Items	Cash Price
1	New 2024 Carlson GPS Dozer Kit (complete)	$51,292.50
1	New 2024 Carlson BS-1 Base Station Kit (1/10th ft accuracy)	$27,079.50
	Equipment Subtotal:	**$78,372.00**

Purchase Order Totals

Balance:	$78,372.00
CA STATE TAX:	$4,702.32
CA COUNTY TAX:	$195.93
CA SPECIAL TAX:	$1,959.30
Sales Tax Total:	$6,857.55
Sub Total:	$85,229.55
Cash with Order:	$0.00
Balance Due:	**$85,229.55**

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2024 Carlson GPS Dozer Kit	Carlson GPS Dozer Kit Carlson GPS Dozer Kit
1	TBD	2024 Carlson BS-1 Base Station Kit	Carlson BS-1 Base Station Kit Carlson BS-1 Base Station Kit

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Dawn Heinemann and Casey Olson
1-612-333-3323 Brown & Brown Insurance Services, Inc. 80 South 8th Street Suite 700 Minneapolis, MN 55402	PHONE (A/C, No, Ext): 612-333-3323 FAX (A/C, No): 612-373-7270 E-MAIL ADDRESS: dawn.heinemann@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ZURICH AMER INS CO	16535
INSURER B : HDI SPECIALTY INS CO	16131
INSURER C : AMERICAN ZURICH INS CO	40142
INSURER D : STEADFAST INS CO	26387
INSURER E :	
INSURER F :	

INSURED
R.D. Offutt Company
RDO Equipment Co.
Attn: Loren Stahl
PO Box 7160
Fargo, ND 58106-7160 USA

COVERAGES **CERTIFICATE NUMBER:** 750811945 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLO929893823	10/31/23	10/31/24	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAP929893723	10/31/23	10/31/24	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			CUXCD5749802S	10/31/23	10/31/24	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WC929893923 (WI)	10/31/23	10/31/24	X PER STATUTE OTH-ER	
C	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N / A		WC765079003 (AOS)	10/31/23	10/31/24	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	EXCESS GL			SXS007561002	10/31/23	10/31/24	LIMIT	5,000,000
D	EXCESS AUTO			SXS007560902	10/31/23	10/31/24	LIMIT	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance.

CERTIFICATE HOLDER

Mariposa County Landfill

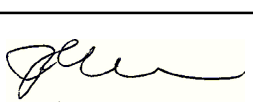
5593 HWY 49 N

Mariposa, CA 95338 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-262

MEETING: June 18, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve a Change Order with Kroeker Inc., in the Amount of $73,730.18 for the Highway 140 Crossing Improvements; and Authorize the Board of Supervisors Chair to Sign the Change Order

---

RECOMMENDATION AND JUSTIFICATION

Approve a Change Order with Kroeker Inc., in the Amount of $73,730.18 for the Highway 140 Crossing Improvements; and Authorize the Board of Supervisors Chair to Sign the Change Order.

The intersection of Highway 140 and 6th Street is congested. To avoid conflicts with other buried utilities, Staff had to adjust the alignment of the 6th Street storm drain improvements. This delay required an additional mobilization to pave the trench at the top of town. Additionally, the new 18-inch culvert was extended by another 50 feet up 6th Street toward Bullion Street. The increase in this contract will lead to a reduction in the Downtown Revitalization Project storm drain improvements.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On January 16, 2024, Resolution 2024-30, the Board approved an Agreement for the Highway 140 Crossing Improvements in the Amount of $170,625; Authorizing the Board of Supervisors Chair to sign the Agreement.

Kroeker Inc., was the low bid at $170,625, and awarded the contract.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve the change order and the Contractor will not receive payment for the completed work.

FINANCIAL IMPACT

The additional funds will come from the $750,000 budgeted for the Downtown Revitalization Project, Fund 5536.

ATTACHMENTS

1. 2024-30_Kroeker

VOTE RESULT

RESULT: Adopted (UNANIMOUS)

MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

DocuSign Envelope ID: 25390B3F-37F3-44ED-8F5D-2E77DAD77EF0

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-30

MEETING: January 16, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with Kroeker Inc. for Highway 140 Crossing Improvements in the Amount of $170,625; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Kroeker Inc. for Highway 140 Crossing Improvements in the Amount of $170,625; and Authorize the Board of Supervisors Chair to Sign the Agreement.

On December 7, 2023, the County of Mariposa received seven bids for the work:

1. Kroeker, Inc.	$170,625
2. R. Sutton Enterprises	$206,780
3. Allison Sierra, Inc.	$218,875
4. D.A. Wood Construction, Inc.	$263,885
5. Mid-Cal Pipeline & Utilities, Inc	$270,935
6. H&H Works	$317,113
7. Full Signal Construction, Inc.	$459,725

Kroeker Inc. is the low bid. They are deemed responsible and their bid responsive. The project includes improvements at two locations that must be completed prior to the Caltrans paving project:

1. Construct an 18" reinforced concrete pipe at 6th Street across Caltrans right-of-way so the future EDA Downtown Revitalization Phase II Project is able to complete storm drain improvements.
2. Construct a 6" steel casing at the northern SR140/49 intersection across Caltrans right-of-way so the future Gateway Enhancement Elements Project is able to complete irrigation and electrical improvements.

Due to the work crossing through Caltrans travel way, night work will be required for a portion of the project. The Contractor will mobilize, pothole, and construct the storm inlets during the day. The pipes crossing traffic will be installed at night. Night time construction reduces impacts on traffic and delaying motorists. The work will be less intrusive to surrounding businesses that would normally be affected by construction happening during their business hours. The job site will be well-lit, ensuring the workers can see clearly and navigate safely. Additionally, the lighting will minimize the risk of accidents and ensures the work is done accurately. The highway will be reduced to one lane, with flaggers responsible for controlling traffic. Advance notice will be provided through the County's social

DS
LG

DocuSign Envelope ID: 25390B3F-37F3-44ED-8F5D-2E77DAD77EF0

media, and Message Boards will be installed several days in advance of construction.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has previously approved both the EDA Downtown Revitalization and Clean California Gateway Enhancement Elements projects.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and alternative construction methods would be required to avoid damaging Caltrans' future pavement.

FINANCIAL IMPACT

$127,125 is funded by ARPA, $21,750 is funded by the Mariposa Lighting District, and $21,750 is funded by the Gateway Enhancement Elements project.

ATTACHMENTS

1. **Kroeker_Agreement**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District IV Supervisor Wayne Forsythe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe
EXCUSED:	District II Supervisor Shannon Poe

DocuSign Envelope ID: 25390B3F-37F3-44ED-8F5D-2E77DAD77EF0

AGREEMENT FOR CONSTRUCTION SERVICES
HIGHWAY 140 CROSSING IMPROVEMENTS

THIS CONTRACT is made and entered into this 16th day of January, 2024, by and between Kroeker, Inc. ("Contractor") and **County of Mariposa** ("Owner") ("Contract").

1. The Contractor shall furnish to the Owner for a total price of one hundred seventy thousand six hundred twenty-five Dollars ($170,625) ("Contract Price"), the following services ("Services" or "Work"):

   Work includes mobilization, traffic control, best management practices/storm water prevention, and services necessary to construct storm drain improvements at SR140/ 6th Street and installation of a steel casing at the upper junction of SR140/SR49.

2. Contractor shall perform the Work at the intersections of SR140/6th Street and upper junction of SR140/SR49 ("Sites").

3. Work shall be completed within One hundred sixty (160) working days ("Contract Time") from the date specified in Owner 's Notice to Proceed.
   Contractor understands and agrees that the Work shall be performed and completed as required in the Contract Documents (as defined herein) including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by agency(ies) having jurisdiction or to close-out of the Project, under the direction and supervision of, and subject to the approval of, Owner or its authorized representative.

4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that Owner will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to Owner, as fixed and liquidated damages for these incalculable damages, the sum of Five Hundred Dollars ($ 500) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.

5. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

DocuSign Envelope ID: 25390B3F-37F3-44ED-8F5D-2E77DAD77EF0

6. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

____ Notice to Bidders	____ Lead-Product(s) Certification
____ Instructions to Bidders	____ Roofing Project Certification
_X_ Bid Form and Proposal	____ Registered Subcontractor List
_X_ Bid Bond	_X_ Insurance Certificates and Endorsements
_X_ Noncollusion Declaration	_X_ Performance Bond
____ Iran Contracting Act Certification	_X_ Payment Bond
____ Designated Subcontractors List	____ Specifications
____ Notice to Proceed	____ Plans
____ Prevailing Wage Certification	____ Special Conditions
___ Workers' Compensation Certification	___ Exhibit "A" ("Scope of Work")
____ Drug-Free Workplace Certification	____ Federal Debarment Certification
____ Tobacco-Free Environment Certification	_X_ Federal Condition and Davis-Bacon
____ Asbestos & Other Hazardous Materials Certification	____ _____ [Other]

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the Owner has approved the performance bond, payment (labor and material) bond, the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the Owner has issued a Notice to Proceed.

8. Payment for the Work shall be made in accordance with the Terms and Conditions.

9. The Design Professional In General Responsible Charge for the Project is Matt Hespenheide ("Engineer"), and the project inspector on the Project is Eddie Scherf ("Project Inspector"). Contractor hereby acknowledges that the Engineer, the Project Inspector, and the agency(ies) having jurisdiction have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

10. Inspection and acceptance of the Work shall be performed by Engineer of the Public Works Department of the Owner.

11. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return

DocuSign Envelope ID: 25390B3F-37F3-44ED-8F5D-2E77DAD77EF0

receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

County of Mariposa

Department of Public Works
ATTN: Claudia Gonzales
4639 Ben Hur Road, Mariposa,
California 95338
(209) 966-5356
cgonzales@mariposa.org

Contractor

Name: Kroeker, Inc.
ATTN: Jeff Kroeker
4627 S. Chestnut Ave., Fresno,
California, 93725
(559)237-3764
donc@krorkerinc.com

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the Owner's written approval of the Work.

13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

DocuSign Envelope ID: 25390B3F-37F3-44ED-8F5D-2E77DAD77EF0

ACCEPTED AND AGREED on the date indicated below:

Dated: January 16th, 2024

DocuSigned by:
Miles Menetrey
B43EC70C19BE446...

Miles Menetrey, Chair

Board of Supervisors

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu

Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steven W Dahlem
F6A416F06B394BF...

Steve Dahlem

County Counsel

Dated: Dec 20th, 2023

Contractor: Kroeker, Inc.

Signature: _____

Print Name: Jeff Kroeker

Print Title: Secretary/Treasurer

License No.: 621866

Registration No.:

Address: 4627 S. Chestnut Ave., Fresno, California, 93725
Telephone: (559) 237-3764

Facsimile: (559) 268-3366

E-Mail: donc@kroekerinc.com

DocuSign Envelope ID: 25390B3F-37F3-44ED-8F5D-2E77DAD77EF0

Information regarding Contractor:

Type of Business Entity:
_____ Individual
_____ Sole Proprietorship
_____ Partnership
_____ Limited Partnership
__X__ Corporation, State: __CA_____
_____ Limited Liability Company
_____ Other: _____

__770275632_____
_____:
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the Owner requires the Contractor to furnish the information requested in this section.

DocuSign

Certificate Of Completion

Envelope Id: 25390B3F37F344ED8F5D2E77DAD77EF0 Status: Completed

Subject: Complete with DocuSign: 24-30 - PW - Signiture Pages - Kroeker_Agreement_HWY 140 Crossing Impro...

Source Envelope:

Document Pages: 7 Signatures: 3 Envelope Originator:

Certificate Pages: 5 Initials: 1 Mariposa Clerk of the Board

AutoNav: Enabled 5100 Bullion St FL 2

EnvelopeId Stamping: Enabled Mariposa, CA 95338

Time Zone: (UTC-08:00) Pacific Time (US & Canada) COBagreements@mariposacounty.org

IP Address: 64.118.100.36

Record Tracking

Status: Original Holder: Mariposa Clerk of the Board Location: DocuSign

1/16/2024 11:45:25 AM COBagreements@mariposacounty.org

Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: County of Mariposa Location: DocuSign

Signer Events	Signature	Timestamp
Steven W Dahlem sdahlem@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Steven W Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 1/16/2024 11:49:28 AM Viewed: 1/16/2024 1:27:03 PM Signed: 1/16/2024 1:27:14 PM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Miles Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair County of Mariposa Security Level: Email, Account Authentication (None)	DocuSigned by: Miles Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 174.208.104.71 Signed using mobile	Sent: 1/16/2024 1:27:16 PM Viewed: 1/16/2024 3:24:20 PM Signed: 1/16/2024 3:24:39 PM
Electronic Record and Signature Disclosure: Accepted: 2/16/2023 5:48:07 PM ID: 190c885b-38bf-47d2-91f4-909adbc5aa30		
Danielle Bondshu dbondshu@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 1/16/2024 3:24:40 PM Viewed: 1/16/2024 3:37:52 PM Signed: 1/16/2024 3:38:05 PM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
Claudia Gonzales CGonzales@mariposacounty.org Security Level: Email, Account Authentication (None)	DS CG Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 1/16/2024 3:38:07 PM Viewed: 1/17/2024 11:01:24 AM Signed: 1/17/2024 11:01:29 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 1/17/2024 11:01:24 AM ID: ea48876f-bbc2-4c92-bd33-4c303db8c5fa		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/16/2024 11:49:28 AM
Certified Delivered	Security Checked	1/17/2024 11:01:24 AM
Signing Complete	Security Checked	1/17/2024 11:01:29 AM
Completed	Security Checked	1/17/2024 11:01:29 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Mariposa (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Mariposa:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: jbond@mariposacounty.org

To advise County of Mariposa of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jbond@mariposacounty.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Mariposa

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jbond@mariposacounty.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Mariposa

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to jbond@mariposacounty.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Mariposa as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Mariposa during the course of your relationship with County of Mariposa.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-263

MEETING:	June 18, 2024
TO:	The Board of Supervisors
FROM:	Shannon Hansen, Director of Public Works and Transportation
RE:	Approve a Change Order with Williams Excavation Inc., in the Amount of $746,900 for the Natural Disaster Water Storage Mitigation Project; and Authorize the Board of Supervisors Chair to Sign the Change Order

RECOMMENDATION AND JUSTIFICATION

Approve a Change Order with Williams Excavation Inc., in the Amount of $746,900 for the Natural Disaster Water Storage Mitigation Project; and Authorize the Board of Supervisors Chair to Sign the Change Order.

The original contract included tanks at two locations: Hornitos and Red Cloud. The third tank at Woodland was bid as an alternative in case there were insufficient funds. Staff is now confident in proceeding with the third tank. There are no significant issues preventing construction at the third site. The contractor has started excavations for the ring foundations and wants the concrete subcontractor to work at all three locations. The tanks are scheduled to arrive in late July.

Additionally, the change order includes the addition of an irrigation backflow preventer to separate Stagg Hall and Hornitos Park. The original contract price was $2,156,056, and the new revised contract price is $2,902,956.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On January 9, 2024, Resolution 2024-19 approved an Agreement with Williams Excavation Inc., for the Natural Disaster Water Storage Mitigation Project in the Amount of $2,156,056.

The project received one qualified bid from Williams Excavation Inc., on November 16, 2023. A base bid was set for the construction of the tanks at Red Cloud Park and Hornitos. A bid alternative was established for the third tank at Woodland depending on the availability of funds.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and the County would continue to lack emergency preparedness for the anticipated future drought conditions where the private wells will potentially go dry in the Woodland area.

FINANCIAL IMPACT

FEMA pays 75% and the County is responsible for the 25% match. The funds are programmed in 5576.

ATTACHMENTS

1. **Change Order_FEMA_Tanks_Williams**
2. **This is the Hornitos site**
3. **2024-19_FEMA Tanks**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

DOCUMENT 00 63 63

CHANGE ORDER

COUNTY OF MARIPOSA
4639 Ben Hur Road
Mariposa, California 95338

CHANGE ORDER NO.:
1

Project: Natural Disaster Water Storage Mitigation Project **Date: 5/29/2024**

The following parties agree to the terms of this Change Order:

Engineer: Matt Hespenheide
4639 Ben Hur Rd
Mariposa CA 95338

Contractor: Williams Excavation, Inc.
5177 Goins Way
Mariposa, CA 95338

Reference	Description	Cost	Days Ext.
Bid Alternative C Woodland Project Site	Add 3rd Tank Site identified in Bid Proposal dated 11/16/2023	$ 743,900	N/A
PCO #1	Add an Irrigation Backflow Preventer to separate Stagg Hall and Hornitos Park	$3,000	N/A

Contract time will be adjusted as follows: Not Applicable	Original Contract Amount:	$2,156,056
	Amount of Previously Approved	$0
	Amount of this Change Order:	$746,900 (34.64%)
	Contract Amount:	**$2,902,956**

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650, et seq.
This change order is subject to approval by the governing board of this Owner and must be signed by the Owner. Until such time as this change order is approved by the Owner's governing board and executed by a duly authorized Owner representative, this change order is not effective and not binding.

Contractor expressly understands that the compensation and time, if any, granted herein represents a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

Owner: County of Mariposa

Miles Menetrey, Chair — Date
Mariposa County Board of Supervisor

Shannon Hansen — Date
Director of Public Works & Transportation

Engineer:

Matt Hespenheide — 5/30/24 — Date
County Engineer

Approved as to Form:

Steven W. Dahlem — Date
County Counsel

Contractor: Williams Excavation, Inc.

Keith Williams — 5/29/24 — Date

END OF DOCUMENT

KUBOTA
SVL
DEERE
85G
DEERE

DocuSign Envelope ID: 6B3D86EA-6146-407D-87B7-4053CC4F5CD2

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-19

MEETING: January 9, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with Williams Excavation Inc. for the Natural Disaster Water Storage Mitigation Project in the Amount of $2,156,056; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with Williams Excavation Inc. for the Natural Disaster Water Storage Mitigation Project in the Amount of $2,156,056; and Authorize the Board of Supervisors Chair to Sign the Agreement.

March 24, 2022, the County received a grant for the construction of three 250,000 gallon water storage tanks at Red Cloud Park, Woodland Park, and the town of Hornitos. The project was advertised on October 19th, 2023 and bids were received on November 16, 2023. A base bid was set for the construction of the tanks at Red Cloud Park and Hornitos. A bid alternative was established for the third tank at Woodland depending on the availability of funds. The County received one qualified bid from Williams Excavation, Inc.

BACKGROUND AND HISTORY OF BOARD ACTIONS

On December 20, 2022, the Board approved Resolution 2022-725 approving Black Water Consulting Engineers contract for the final design of the water tanks in Hornitos, Red Cloud Park, and Woodland Park.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and the County would continue to lack emergency preparedness for current and anticipated future drought conditions where private wells will potentially go dry.

FINANCIAL IMPACT

The contract is for the construction of two sites, Red Cloud and Hornitos. FEMA pays 75% and the County is responsible for the 25% match. The funds are programmed in 5576. Staff will return with a change order for the third tank at Woodland Park after evaluating the impacts during construction of the first two tanks.

ATTACHMENTS

1. **Williams_FEMA Tanks**

VOTE RESULT

DS
LG

DocuSign Envelope ID: 6B3D86EA-6146-407D-87B7-4053CC4F5CD2

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

DocuSign Envelope ID: 6B3D86EA-6146-407D-87B7-4053CC4F5CD2

AGREEMENT FOR CONSTRUCTION SERVICES

THIS CONTRACT is made and entered into this 9th day of January, 2024, by and between Williams Excavation Inc. ("Contractor") and **County of Mariposa** ("Owner") ("Contract").

1. The Contractor shall furnish to the Owner for a total price of two million one hundred fifty-six thousand, fifty-six Dollars (2,156,056) ("Contract Price"), the following services ("Services" or "Work"):

   Natural Disaster Water Storage Mitigation Project - FEMA-4382-DR-CA

   The project consists of all labor, materials, equipment, and services necessary to place building and tank foundations, erect water tanks, rehabilitate existing wells, install new well pumps, build well/pump houses, install booster pumps, install backup generators, install piping, and install water hydrants at two (2) locations.

2. Contractor shall perform the Work at two (2) locations: Hornitos Park well site on Plaza Alley in Hornitos (37.502503, -120.236112); Red Cloud Park on Park Circle Road in Greeley Hill (37.749745, -120.127447) ("Site"). The Project is the scope of Work performed at the Site.

3. Work shall be completed within One Hundred Sixty (160) working days ("Contract Time") from the date specified in Owner 's Notice to Proceed.

   Contractor understands and agrees that the Work shall be performed and completed as required in the Contract Documents (as defined herein) including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by agency(ies) having jurisdiction or to close-out of the Project, under the direction and supervision of, and subject to the approval of, Owner or its authorized representative.

4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that Owner will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to Owner, as fixed and liquidated damages for these incalculable damages, the sum of Five Hundred Dollars ($ 500) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.

5. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

DocuSign Envelope ID: 6B3D86EA-6146-407D-87B7-4053CC4F5CD2

6. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

____ Notice to Bidders	_X_ Registered Subcontractor List
____ Instructions to Bidders	_X_ Insurance Certificates and Endorsements
_X_ Bid Form and Proposal	_X_ Performance Bond
_X_ Bid Bond	_X_ Payment Bond
_X_ Noncollusion Declaration	____ Specifications
____ Iran Contracting Act Certification	____ Plans
____ Designated Subcontractors List	____ Special Conditions
____ Notice to Proceed	____ Exhibit "A" ("Scope of Work")
____ Prevailing Wage Certification	_X_ Federal Debarment Certification
_X_ Workers' Compensation Certification	_X_ Federal Condition and Davis-Bacon
____ Drug-Free Workplace Certification	_X_ [Other] Equal Employment Opportunity Certification, Nonlobbying Certification, Exhibit 15-G Construction Contract DBE Commitment, Exhibit 15-H Proposer/Contractor Good Faith Efforts
____ Tobacco-Free Environment Certification	
____ Asbestos & Other Hazardous Materials Certification	

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the Owner has approved the performance bond, payment (labor and material) bond, the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the Owner has issued a Notice to Proceed.

8. Payment for the Work shall be made in accordance with the Terms and Conditions.

9. The Design Professional In General Responsible Charge for the Project is Matt Hespenheide ("Engineer"), and the project inspector on the Project is Eddie Scherf ("Project Inspector"). Contractor hereby acknowledges that the Engineer, the Project Inspector, and the agency(ies) having jurisdiction have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

10. Inspection and acceptance of the Work shall be performed by Engineer of the Public Works Department of the Owner.

11. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return

DocuSign Envelope ID: 6B3D86EA-6146-407D-87B7-4053CC4F5CD2

receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

County of Mariposa

Department of Public Works
ATTN: Claudia Gonzales
4639 Ben Hur Road, Mariposa,
California 95338
(209) 966-2828
cgonzales@mariposacounty.org

Contractor

Name: Williams Excavation, Inc.
ATTN: Keith Williams
5177 Goins Way, Mariposa,
California 95338
(209) 769-5807
keithwilliamsexcavating@gmail.com

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the Owner's written approval of the Work.

13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

DocuSign Envelope ID: 6B3D86EA-6146-407D-87B7-4053CC4F5CD2

Dated: January 9th, 2024

DocuSigned by:
Miles Menetrey
B43EC70C19BE446...

Miles Menetrey, Chair
Board of Supervisors

DocuSigned by:
Danielle Bondshu
7CA008A502E44EB...

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

DocuSigned by:
Steven W Dahlem
F0A416F06B394BF...

Steve W. Dahlem
County Counsel

Dated: Dec. 7, 2023

Contractor: Williams Excavation, Inc.

Signature: Keith Williams

Print Name: Keith Williams

Print Title: President

License No.: 435145

Registration No.: 1001077084

Address: 5177 Goins Way, Mariposa, California 95338

Telephone: (209)769-5807

Facsimile:

E-Mail: keithwilliamsexcavating@gmail.com

DocuSign Envelope ID: 6B3D86EA-6146-407D-87B7-4053CC4F5CD2

Information regarding Contractor:

Type of Business Entity:
_____ Individual
_____ Sole Proprietorship
_____ Partnership
_____ Limited Partnership
__X__ Corporation, State: __CA__
_____ Limited Liability Company
_____ Other: _____

__87-3643392_____:
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the Owner requires the Contractor to furnish the information requested in this section.

DocuSign

Certificate Of Completion

Envelope Id: 6B3D86EA6146407D87B74053CC4F5CD2
Subject: Resolution 24-19
Source Envelope:
Document Pages: 7
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 3
Initials: 1

Status: Completed

Envelope Originator:
Mariposa Clerk of the Board
5100 Bullion St FL 2
Mariposa, CA 95338
COBagreements@mariposacounty.org
IP Address: 64.118.100.36

Record Tracking

Status: Original
1/9/2024 2:21:31 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Mariposa Clerk of the Board
COBagreements@mariposacounty.org
Pool: StateLocal
Pool: County of Mariposa

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Steven W Dahlem sdahlem@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Steven W Dahlem F6A416F06B394BF... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 1/9/2024 2:38:03 PM Viewed: 1/10/2024 8:18:45 AM Signed: 1/10/2024 8:18:56 AM
Electronic Record and Signature Disclosure: Accepted: 12/28/2022 3:42:40 PM ID: 168bcdc6-bde7-4f01-885a-c1872fec5bc7		
Miles Menetrey mmenetrey@mariposacounty.org Mariposa County Board Chair County of Mariposa Security Level: Email, Account Authentication (None)	DocuSigned by: Miles Menetrey B43EC70C19BE446... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 1/10/2024 8:18:58 AM Viewed: 1/10/2024 9:07:10 AM Signed: 1/10/2024 9:07:22 AM
Electronic Record and Signature Disclosure: Accepted: 2/16/2023 5:48:07 PM ID: 190c885b-38bf-47d2-91f4-909adbc5aa30		
Danielle Bondshu dbondshu@mariposacounty.org Security Level: Email, Account Authentication (None)	DocuSigned by: Danielle Bondshu 7CA008A502E44EB... Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 1/10/2024 9:07:23 AM Viewed: 1/11/2024 2:04:51 PM Signed: 1/11/2024 2:04:56 PM
Electronic Record and Signature Disclosure: Accepted: 1/4/2023 2:37:06 PM ID: 5252ab10-8bee-4985-bdc8-3daabc1d1971		
Claudia Gonzales CGonzales@mariposacounty.org Security Level: Email, Account Authentication (None)	DS CG Signature Adoption: Pre-selected Style Using IP Address: 64.118.100.36	Sent: 1/11/2024 2:04:58 PM Viewed: 1/11/2024 2:06:51 PM Signed: 1/11/2024 2:07:00 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 1/11/2024 2:06:51 PM ID: 7fb8be8f-8ac0-4d72-a129-2d329e7384df		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/9/2024 2:38:03 PM
Certified Delivered	Security Checked	1/11/2024 2:06:51 PM
Signing Complete	Security Checked	1/11/2024 2:07:00 PM
Completed	Security Checked	1/11/2024 2:07:00 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Leap/Carpenter/Kemps Insurance Agency
3187 Collins Dr.
Merced CA 95348

CONTACT NAME: Angelica Virelas
PHONE (A/C, No, Ext): 209-386-5055 **FAX (A/C, No):** 209-385-6109
E-MAIL ADDRESS: avirelas@lckinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Navigators Insurance Co.	42307
INSURER B : Greenwich Ins Co	22322
INSURER C : Insurance Co. of the West	27847
INSURER D :	
INSURER E :	
INSURER F :	

INSURED KEITH-6
Williams Excavation, Inc.
5152 Goins Way
Mariposa CA 95338

COVERAGES **CERTIFICATE NUMBER:** 1393794323 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY	Y	Y	NGL100478902	6/11/2023	6/11/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 5,000
	POLICY X PRO-JECT LOC						PERSONAL & ADV INJURY	$ 1,000,000
	OTHER:						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY			NBA100479002	6/11/2023	6/11/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			NEC600651502	6/11/2023	6/11/2024	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WSA506102602	6/11/2023	6/11/2024	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Pollution Liability			SF23ECPU00246NC	4/21/2023	4/21/2025	Each Occurrence Aggregate Deductible	1,000,000 1,000,000 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as additional insured per written agreement.

CERTIFICATE HOLDER

Mariposa County Public Works Department
4639 Ben Hur Road
Mariposa CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

TERMS AND CONDITIONS TO CONTRACT

1. NOTICE TO PROCEED: Owner shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

2. STANDARD OF CARE: Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.

3. SITE EXAMINATION: Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

4. PERMITS, LICENSES AND REGISTRATION: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

5. RESERVED.

6. RESERVED.

7. LABOR, MATERIALS AND EQUIPMENT: Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized Owner representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

8. SUBSTITUTIONS: No substitutions of material from those specified in the Work Specifications shall be made without Owner's prior written approval. Contractor shall be responsible for any re-design costs occasioned by Owner 's acceptance and/or approval of any substitute, as well as any costs that Owner incurs for professional services, including inspection fees. Owner may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit Owner with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.

9. INDEPENDENT CONTRACTOR: Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction of Owner in connection with the performance of the Services, (ii) performing Services that are outside the usual course of Owner's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, Owner being interested only in the results obtained. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of Owner, and are not entitled to benefits of any kind or nature normally provided employees of Owner and/or to which Owner's employees are normally entitled including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.

10. CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

11. WORKERS: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the Owner may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without Owner's written consent.

12. SUBCONTRACTORS: Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to Owner's approval. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to Owner for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and Owner.

13. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from Owner the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. TRENCH SHORING: If this Contract is in excess of $25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain Owner acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

15. EXCAVATIONS OVER FOUR FEET: If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify Owner, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

16. RESERVED.

17. GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION AND LAND DISTURBANCE ACTIVITIES: Contractor shall be responsible for and comply with the California State Water Resources Control Board requirements for storm water discharge, if applicable.

18. CLEAN UP: Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

19. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without Owner's special instruction or authorization, is permitted to act at his discretion to prevent such threatened loss or injury.

20. FORCE MAJEURE: "Force Majeure" means any event or circumstance unknown at the time of contracting that is beyond the parties' control and makes performance of the contract impractical or impossible. The Party seeking to have its performance obligation(s) excused must demonstrate that there was such an insuperable interference occurring without the party's intervention as could not have been prevented by the exercise of prudence, diligence, and care, by providing prompt notice to the other Party, including full particulars of such event, of its inability to perform its obligations due to such event, following commencement of the claiming Party's inability to so perform its obligations. To the extent satisfying these conditions, Force Majeure events include the following: acts of God, war, civil unrest, epidemic, fire, smoke, volcanic eruption, earthquake, strike, unusually severe weather, flood, or shortage of transportation facilities, lock out, or commandeering of materials, product, plant, or

facilities by the government. Force Majeure shall not be based on a Party's financial inability to perform under this Agreement unless there exists extreme and unreasonable difficulty, expense, injury, or loss involved. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder.

21. CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from Owner, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the approved plans and specifications and the standard of care required herein. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.

22. NO RELIEF FROM OBLIGATIONS BASED ON REVIEW BY OTHER PERSONS: Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act(s) or omission(s) of Owner, Architect, Construction Manager, Project Inspector, or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.

23. OWNER'S RIGHT TO PERFORM WORK: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, Owner, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have including, but not limited to, the Owner hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the Owner shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or Owner may withhold those amounts from payment(s) otherwise due to Contractor.

24. ACCESS TO WORK: Owner representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

25. OCCUPANCY: Owner reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

26. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after Owner's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. Owner may withhold or deduct from any payment an amount necessary to protect Owner from loss because of: (1) liquidated damages, if applicable, that have accrued as of the date of the application for payment; (2) any sums expended by Owner in performing any of Contractor's obligations under the Contract that Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) Contractor's unsatisfactory prosecution of the Work; (7) unauthorized deviations from the Contract; (8) Contractor's failure to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or Owner during the prosecution of the Work; (9) Contractor's erroneous or false estimates of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by Owner, incurred by the Owner for which Contractor is liable under the Contract; and (11) any other sums that Owner is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. Owner's failure to deduct any of these sums from a progress payment shall not constitute a waiver of Owner's right to such sums. Owner shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

27. CHANGE IN SCOPE OF WORK AND ALLOWANCES:

27.1 Changes in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or

nature of the Work will not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by Owner. Contractor specifically understands, acknowledges, and agrees that Owner shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide Owner with all information requested to substantiate the cost of the change order and to inform Owner whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

27.2 Allowances. If there is an Allowance, then Contractor shall not bill for or be due any portion of an Allowance unless Owner has identified specific work, Contractor has submitted a price for that work or Owner has proposed a price for that work, Owner has accepted the cost for that work, and Owner has executed an Allowance Expenditure Directive incorporating that work. Allowance Expenditure Directives shall be based on Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from the Allowance. No overhead and profit shall be added to the Allowance Expenditure Directive.

Any unused portion of the Allowance will revert to Owner documented by a deductive Change Order. Contractor authorizes Owner to execute a unilateral deductive Change Order at or near the end of the Project for all or any portion of the Allowance not allocated.

28. INDEMNIFICATION:

28.1 Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, Owner and each of its board members, officers, directors, representatives, agents, employees, and volunteers (Indemnitees), against all claims, suits, actions, loss, cost, damage, expense, and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing the Work pursuant to the Contract Documents. Owner's rights and remedies, whether under the Contract or other applicable law, shall be cumulative and not subject to limitation. Contractor's obligations to defend, indemnify, and save harmless the Indemnities are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement. Owner shall have the right to accept or reject any legal representation that Contractor proposes to defend Owner.

28.2 Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

28.3 Pursuant to Public Contract Code section 9201, the Owner shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The Owner shall be entitled to recover its reasonable costs incurred in providing said notification.

28.4 If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.

28.5 Owner may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until Owner has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.

28.6 The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

29. PAYMENT BOND AND **PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to Owner, in a form acceptable to Owner, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to Owner.

30. CONTRACTOR'S INSURANCE:

30.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits not less than the amount indicated below. If Contractor normally carries insurance in an amount greater than the minimum amounts required by Owner, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

30.1.1 Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, Owner, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by Owner.)

30.1.2 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with California Labor Code section 3700, Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

30.2 Proof of Insurance. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to Owner and approved by Owner. Certificates and insurance policies shall include the following:

30.2.1 A clause stating: "This policy shall not be canceled until notice has been mailed to Owner, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

30.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

30.2.3 An endorsement stating that Owner and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.

30.2.4 All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

30.2.5 An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by Owner.

30.2.6 An endorsement stating that there shall be a waiver of any subrogation.

30.2.7 Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

30.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to Owner.

31. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from recording the Notice of Completion with the County

32. CONFIDENTIALITY: The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract.

33. LIMITATION OF OWNER LIABILITY: Owner's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall Owner be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages including, but not limited to, lost profits or revenue, or lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

34. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify Owner, in writing, and, at the sole option of Owner, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from Owner. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying Owner of the violation, Contractor shall bear all costs arising therefrom.

35. COVID-19 SAFETY REQUIREMENTS: Contractor shall, at its cost, timely comply with all applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic protocols.

36. LABOR CODE REQUIREMENTS: Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7. The Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1–5, commencing at Section 1720, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with the Owner or available online at http://www.dir.ca.gov/. In addition, the Contractor and each subcontractor shall comply with Section 1735, forbidding discrimination, and Sections 1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

36.1 Registration: Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

36.2 Registered Subcontractor List: Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide Owner all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable Owner to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

36.3 Certified Payroll Records: Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project, and within ten (10) days of any request by the Owner or Labor Commissioner at

http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

36.4 Labor Compliance: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

37. ANTI-DISCRIMINATION: Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

38. ANTI-TRUST CLAIM: Contractor and its subcontractor(s) agree to assign to Owner all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

39. CONTRACTOR CLAIMS: In the event of any demand by Contractor for (A) a time extension including, without limitation, for relief from damages or penalties for delay assessed by Owner under the Contract, (B) payment by Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by Owner , the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against Owner . For purposes of those provisions, the running of the time within which a claim must be presented to the Owner shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract, including the disputed work, and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by Owner's written agreement.

40. ATTORNEY FEES/COSTS: Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

41. TERMINATION: If Contractor fails to perform the Services and Contractor's duties to the satisfaction of Owner , or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, Owner shall have the right to terminate this Contract and/or Contractor's right to perform the Work of the Contract for cause effective immediately upon the Owner giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to Owner by reason of the Contractor's failure to perform and complete the Contract. Owner shall also have the right in its sole discretion to terminate the Contract and/or Contractor's right to perform the Work of the Contract for its own convenience upon Owner giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. In the event termination for cause is determined to have not been for cause, the

termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

42. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without Owner's prior written consent.

43. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

44. CALCULATION OF TIME: For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.

45. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in the County of Mariposa.

46. BINDING CONTRACT: This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

47. OWNER WAIVER: Owner's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

48. CAPTIONS AND INTERPRETATIONS: Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.

49. INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

50. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

51. ENTIRE CONTRACT: This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

52. NO ORAL MODIFICATIONS: No oral agreement or conversation with any officer, agent, or employee of Owner , either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

ADDENDUM NO. 1

BID FORM AND PROPOSAL

To: Governing Board of the County of Mariposa ("Owner")

From: Williams Excavation, Inc.
(Proper Name of Bidder)

The undersigned declares that the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications ("Work") for the following project known as:

Natural Disaster Water Storage Mitigation Project

("Project") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

Two-million,one-hundred fifty-six thousand, fifty-six dollars $ 2,156,056
Total Base Bid Price

Bidder acknowledges and agrees that the Base Bid accounts for any and all costs for Unit Prices.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

Unit Prices. The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and Owner may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

Base Bid

A. RED CLOUD PROJECT SITE					
ITEM	DESCRIPTION	QTY.	UNITS	UNIT COST	TOTAL PRICE
1	Mobilization and demobilization, including stormwater BMPs	1	L.S.		$120,000
2	Clearing, grubbing and tree removal; offhaul and dispose of at an approved, including all equipment, labor, and expenses	1	L.S.		$25,000
3	Excavation and grading, complete and in place including compaction, all equipment, labor, import and/or offhaul material, disposal, and expenses	1	L.S.		$20,000
4	2" Sch. 80 PVC pipe, complete and in place including all excavation, trenching, backfill and bedding, compaction, valves, fittings, tracer wire, including all materials, equipment, labor and expenses	160	L.F.	$42.50	$6,800
5	4" C900 PVC pipe, complete and in place including all excavation, trenching, backfill and bedding, compaction, valves, fittings, tracer wire, including all materials, equipment, labor and expenses	480	L.F.	$77.00	$36,960
6	8" C900 PVC pipe, complete and in place including all excavation, trenching, backfill and bedding, compaction, valves, fittings, tracer wire, including all materials, equipment, labor and expenses	40	L.F.	$225.00	$9,000
7	Fire hydrant assemblies and 6" C900 PVC laterals, complete and in place including excavation, backfill, compaction, risers, boots, valve boxes, concrete thrust block, other fittings and materials including all labor, equipment and expenses	1	Ea.		$13,000

A. RED CLOUD PROJECT SITE (continued)					
ITEM	DESCRIPTION	QTY.	UNITS	UNIT COST	TOTAL PRICE
8	Wood-frame structure with fiber cement siding, complete and in place including concrete pad foundation, door, ventilation, building electrical (including service and breaker panels) heating and lighting, including all materials, hardware, all labor, equipment and expenses	1	L.S.		$71,000
9	Wellhead retrofit, including surface casing improvements, concrete sanitary seal, concrete pad, all pipe, plumbing, fittings, flowmeter, heat trace, insulation, and protective cover, all materials, labor, equipment and expenses	1	L.S.		$27,000
10	Provide rehabilitation of existing production well, including cleaning, new liner screen, gravel pack, and casing for minimum 6-inch diameter well including all materials, labor, and equipment as required to develop, clean, and test, including new pump, cable, and column pipe	600	L.F.	$216.66	$129,996
11	Grundfos booster pump skid including pump and integrated pump control panel complete and in place, including connections, manifold piping, valves, fittings, gauges, sensors, all electrical conduit and wiring within the building envelope including all materials, labor, equipment and expenses	1	L.S.		$210,000
12	Diesel generator set, including concrete pad, automatic transfer switch, electrical panels, conduit and wiring; skid mounted diesel tank, including all materials, labor, equipment and expenses	1	L.S.		$65,000
13	250,000 gallon bolted steel water storage tank, including tank and foundation design, tank foundation excavation and preparation, compacted base material, overflow drain and underground piping, ladders, handrails, internal overflow, outlets and inlets, tank level scale, coatings, level controls, other miscellaneous components and features, and on-site installation. Price includes all materials, labor, equipment and expenses	1	L.S.		$275,000

A. RED CLOUD PROJECT SITE (continued)					
ITEM	DESCRIPTION	QTY.	UNITS	UNIT COST	TOTAL PRICE
14	Concrete tank foundation, including formwork, concrete, reinforcing steel, including all materials, labor, equipment and expenses	40	C.Y	$1,500	$60,000
15	1.5-inch diameter angular rock-covered driveway and walk area covering, including all materials, labor, equipment and expenses	26	C.Y.	$200	$5,200
16	Soils, concrete and materials testing services, including all materials, labor, equipment and expenses	1	L.S.		$5,000
SUBTOTAL – RED CLOUD PROJECT SITE, Items 1-16					

B. HORNITOS PROJECT SITE					
ITEM	DESCRIPTION	QTY.	UNITS	UNIT COST	TOTAL PRICE
1	Mobilization and demobilization	1	L.S.		$120,000
2	Clearing, grubbing and tree removal; offhaul and dispose of at an approved, including all equipment, labor, and expenses	1	L.S.		$25,000
3	Excavation and grading, complete and in place including all equipment, labor, import and/or offhaul material, disposal, and expenses	1	L.S.		$32,000
4	2" Sch. 80 PVC pipe, complete and in place including all excavation, trenching, backfill and bedding, compaction, valves, fittings, tracer wire, including all materials, equipment, labor and expenses	900	L.F.	$20.00	$18,000
5	8" C900 PVC pipe, complete and in place including all excavation, trenching, backfill and bedding, compaction, valves, fittings, tracer wire, including all materials, equipment, labor and expenses	800	L.F.	$104.00	$83,200
6	Fire hydrant assemblies and 6" C900 PVC laterals, complete and in place including excavation, backfill, compaction, risers, boots, valve boxes, concrete thrust block, other fittings and materials including all labor, equipment and expenses	1	Ea.		$13,000

B. HORNITOS PROJECT SITE (continued)					
ITEM	DESCRIPTION	QTY.	UNITS	UNIT COST	TOTAL PRICE
7	Wood-frame structure, complete and in place including concrete pad foundation, door, ventilation, building electrical (including service and breaker panels) heating and lighting, including all materials, hardware, all labor, equipment and expenses	1	L.S.		$87,600
8	Wellhead retrofit, including concrete sanitary seal, all pipe, plumbing, fittings, heat trace, insulation, and protective cover, all materials, labor, equipment and expenses	1	L.S.		$18,300
9	Grundfos booster pump skid including pump and integrated pump control panel complete and in place, including connections, manifold piping, valves, fittings, gauges, sensors, all electrical conduit and wiring within the building envelope including all materials, labor, equipment and expenses	1	L.S.		$210,000
10	Diesel generator set, including concrete pad, automatic transfer switch, electrical panels, conduit and wiring; skid mounted diesel tank, including all materials, labor, equipment and expenses	1	L.S.		$65,000
11	250,000 gallon bolted steel water storage tank, including tank and foundation design, tank foundation excavation and preparation, compacted base material, overflow drain and underground piping, ladders, handrails, internal overflow, outlets and inlets, tank level scale, coatings, level controls, other miscellaneous components and features, and on-site installation. Price includes all materials, labor, equipment and expenses	1	L.S.		$275,000
12	Concrete tank foundation, including formwork, concrete, reinforcing steel, including all materials, labor, equipment and expenses	40	C.Y.		$60,000

13	1.5-inch diameter angular rock driveway and walk area covering, including all materials, labor, equipment and expenses	25	C.Y.	$200	$5,000
14	Landscape berm, including stockpiling and lightly compacting clean topsoil, planting trees and vegetation, hydroseeding disturbed areas and exposed soil, and providing and installing a complete drip irrigation system, complete and in place including all materials, labor, and equipment	1	L.S.		$60,000
15	Soils, concrete and materials testing services, including all materials, labor, equipment and expenses	1	L.S.		$5,000
SUBTOTAL – HORNITOS PROJECT SITE, Items 1-15					

*Award will be made to the lowest responsive Base Bid
(Hornitos and Red Cloud Project Sites).
Woodland Project Site is an alternative based on the availability of funds.

TOTAL BASE BID PRICE FOR RED CLOUD AND HORNITOS PROJECT SITES (sum of Project Sites A & B subtotals):

$ $2,156,056.00

Total Base Bid Price in Numbers (USD)

Two-million,one-hundred fifty-six thousand, fifty-six dollars

Total Base Bid Price in Written Form

Bid Alternative

C. WOODLAND PROJECT SITE					
ITEM	**DESCRIPTION**	**QTY.**	**UNITS**	**UNIT COST**	**TOTAL PRICE**
1	Mobilization and demobilization, including stormwater BMPs	1	L.S.		$80,000
2	Clearing, grubbing and tree removal; offhaul and dispose of at an approved, including all equipment, labor, and expenses	1	L.S.		$15,000

C. WOODLAND PROJECT SITE (continued)					
ITEM	DESCRIPTION	QTY.	UNITS	UNIT COST	TOTAL PRICE
3	Excavation and grading, complete and in place including all equipment, labor, import and/or offhaul material, disposal, and expenses	1	L.S.		$15,000
4	2" Sch. 80 PVC pipe, complete and in place including all excavation, trenching, backfill and bedding, compaction, valves, fittings, tracer wire, including all materials, equipment, labor and expenses	50	L.F.	$40.00	$2,000
5	4" C900 PVC pipe, complete and in place including all excavation, trenching, backfill and bedding, compaction, A.C. pavement resurfacing, valves, fittings, tracer wire, including all materials, equipment, labor and expenses	100	L.F.	$100	$10,000
6	8" C900 PVC pipe, complete and in place including all excavation, trenching, backfill and bedding, compaction, valves, fittings, tracer wire, including all materials, equipment, labor and expenses	400	L.F.	$114	$45,600
7	Fire hydrant assemblies and 6" C900 PVC laterals, complete and in place including excavation, backfill, compaction, risers, boots, valve boxes, concrete thrust block, other fittings and materials including all labor, equipment and expenses	1	Ea.		$13,000
8	Wood-frame structure, complete and in place including concrete pad foundation, door, ventilation, building electrical (including service and breaker panels) heating and lighting, including all materials, hardware, all labor, equipment and expenses	1	L.S.		$14,400
9	Wellhead retrofit, including surface casing improvements, concrete sanitary seal, concrete pad, all pipe, plumbing, fittings, flowmeter, electrical improvements, heat trace, insulation, and protective cover, all materials, labor, equipment and expenses	1	L.S.		$18,000

C. WOODLAND PROJECT SITE (continued)					
ITEM	DESCRIPTION	QTY.	UNITS	UNIT COST	TOTAL PRICE
10	Provide rehabilitation of existing production well, including cleaning, new liner screen, gravel pack, and casing for minimum 6-inch diameter well including all materials, labor, and equipment as required to develop, clean, and test, including new pump, cable, and column pipe	600	L.F.	$169.00	$104,400
11	Provide well pump and motor, conduit, wires, cable, motor control center, all connections, labor, materials, equipment and expenses as necessary to provide an operable well pump	1	L.S.		$10,000
12	Wellhead abandonment, including all required permits and associated fees, excavation, concrete, cap and abandon including all materials, labor, equipment and expenses	1	L.S.		$10,000
13	Diesel generator set, including concrete pad, automatic transfer switch, electrical panels, conduit and wiring; skid mounted diesel tank, including all materials, labor, equipment and expenses	1	L.S.		$65,000
14	250,000 gallon bolted steel water storage tank, including tank and foundation design, tank foundation excavation and preparation, compacted base material, overflow drain and underground piping, ladders, handrails, internal overflow, outlets and inlets, tank level scale, coatings, level controls, other miscellaneous components and features, and on-site installation. Price includes all materials, labor, equipment and expenses	1	L.S.		$275,000
15	Concrete tank foundation, including formwork, concrete, reinforcing steel, including all materials, labor, equipment and expenses	55	C.Y.	$1,100	$60,500
16	1.5-inch diameter angular rock-covered driveway and walk area covering, including all materials, labor, equipment and expenses	20	C.Y.	$200	$4,000
17	Soils, concrete and materials testing services, including all materials, labor, equipment and expenses	1	L.S.		$5,000
SUBTOTAL – WOODLAND PROJECT SITE, Items 1-17					$743,900

TOTAL BID ALTERNATIVE PRICE FOR WOODLAND PROJECT SITE
(sum of Project Site C subtotal):

$ $743,900

Total Bid Alternative Price (not part of Base Bid) in Numbers (USD)

Seven-hundred forty-three and nine hundred dollars

Total Bid Alternative Price (not part of Base Bid) in Written Form

1. Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) as described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to Owner, and agrees that its Proposal, if accepted by Owner, will be the basis for the Bidder to enter into a contract with Owner in accordance with the intent of the Contract Documents.

3. The undersigned has notified Owner in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager or other official point of contact for Owner before Bid date to verify the issuance of any clarifying Addenda.

4. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all Work within the time specified in the Contract Documents.

5. **The liquidated damages clause of the Agreement is hereby acknowledged.**

6. It is understood that Owner reserves the right to reject this Bid and that the Bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

7. The following documents are attached with this Bid Form and Proposal:

   - Bid Bond on Owner's form or other security
   - Registered Subcontractors List
   - Non-Collusion Declaration

8. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. 1, Dated 11/09/2023	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

9. Bidder acknowledges that the license required for performance of the Work is a 'A' General Engineering.

10. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

11. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.

12. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

13. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

14. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to perform the Work adequately and safely with respect to such hazards.

15. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic protocols.

16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), Owner will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

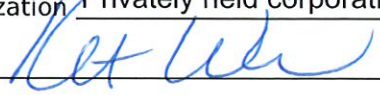
17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to Owner that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 16th day of November 20 23

Name of Bidder Williams Excavation, Inc.

Type of Organization Privately held corporation

Signature 

Print Name Keith Williams

Title President

Address of Bidder 5177 Goins Way, Mariposa, CA 95338

Taxpayer's Identification No. of Bidder 87-3643392

Telephone Number (209) 769-5807

Fax Number _____

E-mail keithwilliamsexcavating@gmail.com Web page _____

Contractor's License No(s): No.: 435145 Class: A/Hazmat Expiration Date: 03/31/2024

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1001077084

END OF DOCUMENT

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Williams Excavation Inc., as Principal ("Principal"),

and American Contractor's Indemnity Company, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the County of Mariposa ("Owner") of Mariposa County, State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid, in the sum of

Ten Percent of Amount Bid ---------- Dollars ($ 10% of Amount Bid)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to Owner for all Work specifically described in the accompanying bid for the following project: Natural Disaster Water Storage Mitigation Project ("Project" or "Contract").

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the Contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the Owner's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Owner and judgment is recovered, the Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If Owner awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duty executed by the Principal and Surety above named, on the 14th day of November, 2023.

Williams Excavation Inc.
Principal

By

American Contractor's Indemnity Company
Surety

By Teresa R. Liles, Attorney-in-Fact

Leap/Carpenter;/Kemps Insurance Agency
Name of California Agent of Surety

3187 Collins Drive, Merced, CA 95348
Address of California Agent of Surety

209-384-0727
Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Michael D. Kemps, Michael J. Carpenter, Ruth B. Halstead,
Sherry L. Yorks, or Teresa R. Liles

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ***** Five Million and 00/100 ***** Dollars (***$5,000,000.00***). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

D. LITTLEFIELD
Notary Public - California
Los Angeles County
Commission # 2320307
My Comm. Expires Jan 31, 2024

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 14th day of November, 2023.

Corporate Seals
Bond No. N/A

Agency No. 2426 - PDF POA

_____
Kio Lo, Assistant Secretary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Merced)

On November 14, 2023 before me, Yolanda R. Ochoa, Notary Public
(insert name and title of the officer)

personally appeared Teresa R. Liles,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

YOLANDA R. OCHOA
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2321452
MERCED COUNTY
My Comm. Exp. February 14, 2024

Signature Yolanda R. Ochoa (Seal)

NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)
To Be Executed By Bidder And Submitted With Bid

To the CITY / COUNTY of Mariposa

DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Date: 11/16/2023

Proper Name of Bidder: Williams Excavation, Inc.

Signature:

Print Name: Keith Williams

Title: President

END OF DOCUMENT

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) -Part 1

To Be Executed By Bidder And Submitted With Bid

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at https://www.dir.ca.gov/Public-Works/Contractor-Registration.html, The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER FEMA-4382-DR-CA J22407-22A

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts / Age of Firm in years
NAME: Superior Tank City, State: Bakersfield, CA	A-13, B-11 Tanks and i nstallation	$450,000	100	472119 / 1000001847	Y	VON: 3J200005	X < $10 million
NAME: Streetwerks Ltd. City, State: Merced, CA	4,5,6, 15,16 Materials and delivery	$20,200	50	N/A / 1000894816	Y	50830	X < $1 million
NAME: Amerine Systems, Inc. City, State: Oakdale, CA	A-1, A-11, A-12 B-1, B-9, B-10 C-1, C-11, C-13	$572,900	100	493203 / 1000005707	N		X < $10 million
NAME: Yosemite Falls, Inc. City, State: Mariposa, CA	A-9, A-10, B-8	$175,296	100	/ 10000029791	N		X < $5 million
NAME: Sierra Masonry City, State: Mariposa, CA	A-14, B-12	$120,000	100	971153 / 10000577163	N		X < $1 million
NAME: City, State:							< $1 million
NAME: City, State:							< $1 million
NAME: City, State:							< $1 million
NAME: City, State:							< $1 million

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) -Part 2

To Be Executed By Bidder And Submitted With Bid

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: FEMA-4382-DR-CA J22407-22A

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME: Rob Hambleton Electric City, State: Mariposa, CA	A-1,A-9, A-11 A-12, A-13, B-1, B-7, B-8, B-9	$217,626	100	879557 1000985632	N		X < $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years

Distribution -- Original: Local Agency File; Copy: DLAE w/Award Package

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
To Be Executed By Bidder And Submitted With Bid

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Date:	11/16/2023
Proper Name of Bidder:	Williams Excavation, Inc.
Signature:	
Print Name:	Keith Williams
Title:	President

END OF DOCUMENT

Bond #1001138364

PERFORMANCE BOND
(100% OF CONTRACT PRICE)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Governing Board ("Board") of the **County of Mariposa** ("County") and Williams Excavation Inc. ("Principal") have entered into a contract ("Agreement") for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Natural Disaster Water Storage Mitigation Project

("Project") which Agreement dated January 9, 2024, and all of the Contract Documents attached to or forming a part of the Agreement, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement.

NOW, THEREFORE, the Principal and American Contractor's Indemnity Company ("Surety") are held and firmly bound unto the Board of County in the penal sum of

Two million one hundred fifty-six thousand and fifty-six dollars ----------

Dollars ($2,156,056.00--------), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to County all damages County incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Agreement and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless County, its board members, officers, employees, and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that Owner may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if County declares the Principal to be in default and notifies Surety of Owner's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Agreement, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Agreement, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect County from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit County's rights or the Contractor or Surety's obligations under the Agreement, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 10th day of January, 20 24.

(Affix Corporate Seal)

Williams Excavation Inc.
Principal

By

American Contractor's Indemnity Company
Surety

By Teresa R. Liles, Attorney-in-Fact

Leap/Carpenter/Kemps Insurance Agency Inc.
Name of California Agent of Surety

3187 Collins Drive, Merced CA 95348
Address of California Agent of Surety

209-384-0727
Telephone No. of California Agent of Surety

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Merced)

On January 10, 2024 before me, Yolanda R. Ochoa, Notary Public
(insert name and title of the officer)

personally appeared Teresa R. Liles,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

YOLANDA R. OCHOA
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2321452
MERCED COUNTY
My Comm. Exp. February 14, 2024

Signature Yolanda R. Ochoa (Seal)

Bond #1001138364

PAYMENT BOND

Contractor's Labor & Material Bond
(100% Of Contract Price)

(Note: Contractor MUST use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Governing Board ("Board") of the **County of Mariposa** (or "Owner") and Williams Excavation Inc., ("Principal") have entered into a contract ("Agreement") for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Natural Disaster Water Storage Mitigation Project

("Project") which Agreement dated January 9, 2024, and all of the Contract Documents attached to or forming a part of the Agreement, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the Work, to file a good and sufficient bond with the body by which the Agreement is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and Amercian Contractor's Indemnity Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of Two million one hundred fifty-six thousand and fifty-six dollars ---------- Dollars ($2,156,056.00), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 10th day of January, 2024.

(Affix Corporate Seal)

Williams Excavation Inc.
Principal

By

American Contractor's Indemnity Company
Surety

By Teresa R. Liles, Attorney-in-Fact

Leap/Carpenter/Kemps Insurance Agency Inc.
Name of California Agent of Surety

3187 Collins Drive Merced CA 95348
Address of California Agent of Surety

209-384-0727
Telephone No. of California Agent of Surety

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Merced)

On January 10, 2024 before me, Yolanda R. Ochoa, Notary Public
(insert name and title of the officer)

personally appeared Teresa R. Liles,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

YOLANDA R. OCHOA
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2321452
MERCED COUNTY
My Comm. Exp. February 14, 2024

Signature Yolanda R. Ochoa (Seal)

TOKIO MARINE HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Michael D. Kemps, Michael J. Carpenter, Ruth B. Halstead,
Sherry L. Yorks, or Teresa R. Liles

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ***** Five Million and 00/100 ***** Dollars (***$5,000,000.00***). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles

By: _____
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (seal)

D. LITTLEFIELD
Notary Public - California
Los Angeles County
Commission # 2320307
My Comm. Expires Jan 31, 2024

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 10th day of January, 2024.

Corporate Seals

Bond No. 1001138364

Agency No. 2426 - PDF POA

_____
Kio Lo, Assistant Secretary

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: June 18, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Appoint Arthur Huet-Stringer to the Parks and Recreation Commission representing District II; Appoint Kassandra Bismeyer as a Member At Large who Resides in District III with Terms Expiring on July 2, 2027

RECOMMENDATION AND JUSTIFICATION

Appoint Arthur Huet-Stringer to the Parks and Recreation Commission representing District II; Appoint Kassandra Bismeyer as a Member At Large who Resides in District III with Terms Expiring on July 2, 2027.

The District Supervisors in District II and District III have approved these appointments.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This commission consists of one representative from each of the five supervisorial districts with each supervisor nominating one member for appointment by the Board. The purpose of this commission is to act in an advisory capacity to the Board of Supervisors with respect to public recreation; planning, maintenance, development, and operation of all recreation areas and facilities owned, controlled, and/or leased by the County; to make recommendations to the Board regarding the acquisition and/or development of recreation areas and facilities.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, the commission will continue to have vacancies.

FINANCIAL IMPACT

none

ATTACHMENTS

1. **Application - Arthur Huet-Stringer redact**
2. **Application - Kassandra Bissmeyer - redact**
3. **Arthur Huet-Stringer - Congrats letter**
4. **Kassandra Bissmeyer - Congrats letter**

Request Type:	Committee Application	Request Location:	
Request ID Number:	1076		
Date Submitted:	3/30/2024		
Date Closed:	(open)		
Date Printed:	4/17/2024 12:18:14 PM		
		Submitter Information:	
Priority:	Normal		
Assigned To:	Unassigned		

Phone: (none specified)
Email:
huetstringer@gmail.com

Date/Person	Comments
3/30/2024 11:29:21 AM (anonymous)	Your Request ID Number is 1076. **Name of Board, Commission or Committee for which you are applying** Parks and Recreation Commission **First Name** ARTHUR **Last Name** HUET-STRINGER **Supervisorial District in which you Reside** 2 **Length of your Residency in the county** 9 **Mailing Address** **Email Address** **Preferred Contact Method** Cell Phone **Are you Over 18 Years of Age** Yes **Employment Status** Self employed **Employer's Name** ARTHUR HUET-STRINGER **Employer's Address** **Day Telephone Number** **Cell Phone Numbei** **Please explain why you wish to serve on this Board/Commission/Committee** I since I';ve lived here, I';ve seen many wonderful area';s that I';d like to help maintain and improve, and I think some of the impovements could help to get local youth, and the young at heart, more active outdoors as well as potenialy increase revenue for the county. **Please list prior/current appointments to other Boards/Commissions/Committees** **List any information regarding experience, training and/or education that you feel qualifies you for this position** **Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission?** No **If Yes, please explain** **Please attach your Resume** A_HuetStringer_Resume_25Nov23.docx **Please attach Supplemental questions, if any.** **Time(s) you have available to attend meetings (days, evening, etc.)** open **Do you have transportation?** Yes **PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.**

By checking the "I agree" box below, you agree and acknowledge that:
1) your application will not be signed in the sense of a traditional paper document,
2) by signing in the alternate manner below, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3) you may still be required to provide a traditional signature at a later date.

(If you would prefer to fill out a paper form, please contact the Clerk of the Board's Office at (209) 966-3222.)
I agree

Arthur Huet-Stringer

PROFILE

Professional seeking a position where my education, experience, knowledge, technical skills, and attributes contribute to the success of the organization.
Associate of Applied Science in Network Systems Administration.
Information Technology familiar with Operating Systems: Linux, Win, MacOS; familiar with setting up networks including subnets.
Telecommunications equipment installation & maintenance and over eight years of technical and customer services support experience. Excellent verbal and written communication.
Union Sheet metal fabrication & HVAC systems installation
FAA 107 Licensed

PROFESSIONAL EXPERIENCE

Union Sheet Metal Worker **Local 104** **East Bay, CA**
2016-present

- Material fabrication (duct/architectural)
- Material/system installation (hvac/architectural)
- OSHA 10 certified
- Rigging
- Plasma cutter/burn table
- Soldering
- CAD experience
- Fire & Smoke damper tech

Senior Installation Tech **O.C. Communications** **Stockton, CA**
2016

- Train others to install & repair telecom services
- Use of RF meter to insure health of network
- Install and rearrange inside wires
- Termination of data cables (coax & ethernet)
- Installation of telephony, internet, & video services
- Repair services

Headend Network Tech **E3 Systems** **Livermore, CA**
2014-2016

- Certify network equipment operation
- Install & configure networks (switches, routers and assigning ip & subnet)
- Termination of data cables (coax, utp, stp, & fiber)
- Cable management (dress & stich, rack & raceway)
- Power distribution (upto 4ot)
- RF signal alocatoin distiution and management (splitters, combiners, attenuators & amplifiers)

Apple Care IOS **Apple** **Elk Grove, CA**
2014

- Call centrer tech support
- Resolve iOS issues heavy focus on desktop & laptop Apple OS
- Assist with OS updates, upgrades, dual boot, etc.

- Remote access assist
- Scheduled customer appointments for various custome facing services
- Redirect calls to alternate departments if reuired

Senior U-Verse Premise Technician **AT&T** **Stockton, CA**
2008-2013

- Educate customers on service features and functionality
- Verify all services are working correctly
- Install and rearrange inside wires
- Ability to perceive differences in wire and cable colors
- Working in small confined spaces or aloft (up to 28ft); work outdoors in all kinds of weather
- Work with hand tools; ability to lift and move up to 80lbs

CommTech II **Comcast**
Petaluma, CA
2006-2008

- Versed in cable industry vocabulary and explains how to use the products.
- Works with basic cable test equipment, broadband, computer operations and mathematics.
- Ability to read general system layouts from blueprints, use basic cable installation tools, hand tools, lift and carry loads of 70lbs or more
- Access crawl spaces and attics, performs jobs from high places (on ladders and/or poles approximately 18 to 20 feet above ground)
- Inspects existing bond/ground to ensure compliance with company and National Electrical Code (NEC) requirements; makes new bond/ground as required in order to protect employees, customers, and equipment from electrical shock or damage.

Cable Installation Technician Prince Telecom North Bay, CA
2005-2006

- Customer Service
- Time Management (to meet specified appointments based on daily work load)
- Driving company vehicle
- Install various equipment verify signal, safety, and usability buy customer
- Bonding/grounding equipment
- The use of trade specific tools
- Digital tuners (Digital video recorders, High Def tuners); Cable modems
- Outlets (splitters, demarcation points, etc···)
- Drops (aerial/underground connections from tap to house)

EDUCATION
DeVry University **Elk Grove, CA (attended 2010- 2013)**
Associate of Applied Science, Network Systems Administration

Relevant Coursework

- NETW Op Sys-UNIX w/Lab
- Intro To Switching W/Lab
- Intro To Routing W/Lab
- Intro To Scripting & Database
- Intro To Bus & Tech
- Principles of Info Sys Sec
- Intro To Wan Tech W/Lab
- Principles of Info Sys Sec
- Voice/VoIP Admin w/Lab
- Intro To Networking W/Lab
- Computer Apps For Bus w/Lab
- NETW Op Sys-Windows w/Lab
- Pc Hardware and Software w/Lab
- Critical Thinking & Problem-Solving
- Algebra for College Students

City College of San Francisco, San Francisco, CA - General Education - Spring 2005
Treasure Island Job Corps Center, San Francisco, CA - Diploma in Cisco Networking - 2004 - 2005
City College of San Mateo, San Mateo, CA - General Education studies - Spring 2001

Request Type: Committee Application
Request ID Number: 1077
Date Submitted: 3/31/2024
Date Closed: (open)
Date Printed: 4/17/2024 12:17:55 PM

Request Location:

Submitter Information:

Priority: Normal
Assigned To: Unassigned

Phone: (none specified)
Email:

Date/Person	Comments
3/31/2024 12:54:06 AM (anonymous)	Your Request ID Number is 1077.

Name of Board, Commission or Committee for which you are applying Parks and Recreation Commission
First Name Kassandra
Last Name Bissmeyer
Supervisorial District in which you Reside 3
Length of your Residency in the county 14 years
Mailing Address
Email Address:
Preferred Contact Method Cell Phone
Are you Over 18 Years of Age Yes
Employment Status Full Time
Employer's Name
Employer's Address
Day Telephone Number
Cell Phone Numbe
Please explain why you wish to serve on this Board/Commission/Committee As a citizen, parent, and recreation enthusiast actively involved in our local soccer club';s board - who has also coached soccer and baseball, I am keenly aware of the importance of providing quality recreational opportunities for all members of our County. Serving on the county Parks and Recreation Commission offers a unique opportunity to contribute my firsthand knowledge and experience in recreation opportunities to the broader conversation about recreational programming and facility improvement and development.

My involvement in Mariposa';s local soccer and baseball communities has provided me with valuable insights into the needs and preferences of families seeking recreational activities for their children and for themselves. I understand the challenges and opportunities inherent in managing sports programs, maintaining facilities, and fostering community engagement. By serving on the parks and recreation commission, I can advocate for initiatives that support youth and adult recreation, promote physical activity, and enhance the overall well-being of our community.

Furthermore, my role on the soccer club';s board (as well as my time on the Sierra Foothill Charter School board) has equipped me with skills in strategic planning, budgeting, creative solution development, and collaborative decision-making. I am committed to leveraging these skills to help shape initiatives that maximize the impact of our county';s parks and recreation resources. Whether it';s advocating for

improvements to existing facilities, expanding access to recreational programs, grant writing, or exploring innovative partnerships, I am dedicated to advancing initiatives that benefit residents of all ages and backgrounds.

Ultimately, my desire to serve on the county Parks and Recreation Commission stems from a passion for enriching the lives of our community members through meaningful recreational experiences. By bridging my involvement in the local soccer club with broader county-wide initiatives, I hope to contribute to the creation of vibrant, inclusive, and accessible recreational opportunities that enhance the quality of life for all residents.

Please list prior/current appointments to other Boards/Commissions/Committees I do not currently serve on a committee or commission for Mariposa County. I do serve on the Board of Directors for Sierra Foothill Charter School and I am the founder and President of Mariposa Soccer League.

List any information regarding experience, training and/or education that you feel qualifies you for this position - Mariposa Soccer League - President, Referee Assignor, founder, 2022-present; Mariposa Soccer offers programming to over 450 youth through recreation and competitive soccer, as well as an Adult Soccer League with over 200 adults participating.

- US Soccer Coach | Grassroots License and D License - 2023
- Mariposa Soccer Coach - Recreation & Competitive - 2022-present
- Little League Coach (tball & minor), 2021-present
- Sierra Foothill Charter School Board of Directors 2022-present
- Mariposa County Chamber of Commerce Board of Directors - 2015-2018
- Soccer Coach under AYSO - Recreation - 2011-2015
- Soccer Coach under Mariposa Fire - 2016-2017
- Yosemite Winter Club Vice Chair -2011-2014
- Yosemite Employee Association, Chair and Board member 2011-2014

In my role with the National Park Service, I am a policy analyst and have extensive experience in reviewing, analyzing, and drafting policy and interpreting statutes. I also have a lot of professional experience (and training) with facilitating meetings, workshops, strategic planning, and work days.

I bring skills in organization, facilitation, design, strategic thinking, and grant writing. I';m also a practitioner of recreation activities in the county, sports advocate and coach, as well as a big thinker when it comes to possibilities. I have participated in open house sessions with the County officials over the years to talk about the need for improved recreation facilities, as well as opportunities for new facilities.

Do you, or any member of your immediate family, work for the County of Mariposa or hold a position that might conflict with your duties for this Board/Commission? No

If Yes, please explain

Please attach your Resume Kass Bissmeyer_resume 2024.pdf

Please attach Supplemental questions, if any.

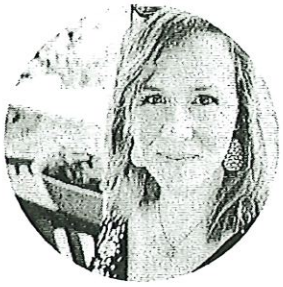
Time(s) you have available to attend meetings (days, evening, etc.) Evenings work best, but I could do meetings during the day with enough advance notice to take annual leave from work.

Do you have transportation? Yes

PLEASE NOTE that once submitted, this document becomes a public record and is subject to all forms of public inspection including, but not limited to, display on the internet, and all public records requests.

By checking the "I agree" box below, you agree and acknowledge that:
1) your application will not be signed in the sense of a traditional paper document,
2) by signing in the alternate manner below, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and
3) you may still be required to provide a traditional signature at a later date.

(If you would prefer to fill out a paper form, please contact the Clerk of the Board's Office at (209) 966-3222.)
I agree



KASS BISSMEYER

EXPERIENCE

National Park Service [2002-Present]
Policy Analyst
For the last twenty years I have worked for the U.S. National Park Service. I started my NPS career working as a field ranger, moved to partnerships and policy work, then on to planning and compliance, and now have landed in the NPS Natural Resource Science Directorate as a Policy Analyst for our national office. I work for all parks and typically on Secretarial level issues - such as the Bipartisan Infrastructure Law, Inflation Reduction Act, Bison Stewardship, Condor Conservation, Threatened & Endangered Species, Integrated Pest Management, and science research in parks. I interpret and/or develop policy for critical issues that impact many park units, facilitate complex cross boundary large landscape issues, and organize new initiatives.

Mariposa Soccer League, Inc [2022-Present]
Founder | President | Referee Assignor | Coach
In 2022, my husband and I gathered a group of soccer enthusiasts together to revive soccer in Mariposa County. We developed our non-profit, successfully raised $20,000, and registered over 350 kids in our opening recreation season. Our board invested in an adult league in 2023 as well as initiated a year round competitive club. In year two, we raised over $22,000, registered over 450 kids in recreation league play, 200 adults in the adult league, and maintained around 150 kids in our competitive club. In 2022 and 2023, we hosted the Major League Soccer Los Angeles Galaxy Youth Camp - and sold out the 100 spots for camp in less than 90 minutes. In 2023, we hosted US Soccer Learning Center coach grassroots training courses to license our coaches, US Soccer Federation Referee Licensing training, and in 2024 we'll be hosting the US Soccer D License course. I have been coaching soccer for fourteen years and continue to play soccer in our Mariposa Soccer Adult League.

Sierra Foothill Charter School [2022-Present]
Board Member | Secretary
In 2022, I was nominated to serve on the Sierra Foothill Charter School Board of Directors. After being voted on to the Board, I took on the role as Secretary. As Secretary, I oversee administrative functions and ensure compliance with organizational bylaws and state regulations. I participate in board committees focused on specific areas of governance, such as finance, fundraising, policy development, and personnel management. I play a key role in promoting accountability, transparency, and ethical conduct within the board and school community, upholding the highest standards of governance and integrity.

EDUCATION

Master of Environmental Law
Vermont Law School
2012-2014

Bachelor of Arts
St. Lawrence University
2001-2005

SKILLS

Strategic Planning
Law & Policy
Sports Organization Management
Facilitation & Coordination
Communications & Design
Strong Execution Skills
Creative Thinking
Solution-oriented
Collaborative decision-making

REFERENCES

Michael Bilodeau
Mariposa Soccer, Registrar

michbilodeau@gmail.com

Mindy Bolar
SECS Supt/Principal (retired)

mkbolar@gmail.com

RELEVANT ORGANIZATIONS & ACTIVITIES

- Mariposa Soccer League - President, founder [2022-present]
- US Soccer Coach | Grassroots & D License, Referee Assignor [2023]
- Mariposa Soccer Coach, Recreation & Competitive [2022-present]
- Little League Coach (tball & minors) [2021-present]
- Sierra Foothill Charter School Board of Directors [2022-present]
- Soccer Coach, Mariposa Fire [2016-2017]
- Mariposa County Chamber of Commerce, Board of Directors [2015-2018]
- Soccer Coach, AYSO - Recreation [2011-2015]
- Yosemite Winter Club Vice Chair [2011-2014]
- Yosemite Employee Association, Chair & Board member [2011-2014]

July 2, 2024

Arthur Huet-Stringer
9530 Mercado Dr.
La Grange, CA 95329

RE: Parks and Recreation Commission

Dear Mr. Huet-Stringer

I am pleased to inform you that at the regular meeting on July 2, 2024, the Board of Supervisors took action and appointed you as a member to Parks and Recreation Commission. Your term will expire on July 2, 2027.

Should you have any questions, please feel free to contact the Public Works Department at (209) 966-5365, or our office at (209) 966-3222.

Congratulations on your appointment. We appreciate your willingness to serve your community on this committee.

Sincerely,

Miles Menetrey

Cc: Public Works
Shannon Poe, Supervisor District II

July 2, 2024

Kassandra Bissmeyer
4572 Ben Hur Rd.
Mariposa, CA 95338

RE: Parks and Recreation Commission

Dear Ms. Bissmeyer,

I am pleased to inform you that at the regular meeting on July 2, 2024, the Board of Supervisors took action and appointed you as a member to Parks and Recreation Commission. Your term will expire on July 2, 2027.

Should you have any questions, please feel free to contact the Public Works Department at (209) 966-5365, or our office at (209) 966-3222.

Congratulations on your appointment. We appreciate your willingness to serve your community on this committee.

Sincerely,

Miles Menetrey

Cc: Public Works
Shannon Poe

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-264

MEETING: June 18, 2024

TO: The Board of Supervisors

FROM: Courtney Morrow, Treasurer/Tax Collector/County Clerk

RE: Approve an Agreement with the Secretary of State for Help America Vote Act (HAVA) Funds in an Amount Not to Exceed $100,000.00 to Enhance Election Technology and Make Election Security Improvements; and Authorize the Board of Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with the Secretary of State for Help America Vote Act (HAVA) Funds in an Amount Not to Exceed $100,000.00 to Enhance Election Technology and Make Election Security Improvements; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The purpose of these funds is to provide the County of Mariposa with Help America Vote Act (HAVA) Federal funds, administered by the the U.S. Election Assistance Commission (EAC) for activities to improve the administration of elections for Federal office, including to enhance election technology and make election security improvements.

Attached contract is a pdf example. The original contract indicating the Board a signers has been forwarded directly to the Board Chair from the California Secretary of State.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has previously supported grant funding for elections.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Failure to adopt the agreement would result in the loss of the grant funding.

FINANCIAL IMPACT

Budgeted in FY 2024-25.

ATTACHMENTS

1. Please_DocuSign_STD_213-_County_of_Mariposa_

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District II Supervisor Shannon Poe

AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

D: 0890-23G27122

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23G27122	SOS-0890

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

CONTRACTING AGENCY NAME
Secretary of State

CONTRACTOR NAME
Mariposa County

2. The term of this Agreement is:

START DATE
February 1, 2024 or upon approval by Dept. of General Services, if required, whichever is later

THROUGH END DATE
June 30, 2025

3. The maximum amount of this Agreement is:
$100,000.00; One Hundred Thousand Dollars and Zero Cents

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

Exhibits		Title	Pages
	Exhibit A	Scope of Work	5
	Exhibit B	Budget Detail and Payment Provisions	5
	Exhibit C*	General Terms and Conditions	GTC 04/2017
+ -	Exhibit D	Special Terms and Conditions (Attached hereto as part of this Agreement)	4
+ -	Exhibit E	Additional Provisions	3
+ -	Exhibit F	Resolution	
+ -	Exhibit G	HAVA Activity Report	1

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

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
P.O. Box 247	Mariposa	CA	95338

PRINTED NAME OF PERSON SIGNING	TITLE
Courtney Prohner Morrow	
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

D: 0890-23G27122

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
23G27122	SOS-0890

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Secretary of State			
CONTRACTING AGENCY ADDRESS	**CITY**	**STATE**	**ZIP**
1500 11th Street	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	**TITLE**		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	**DATE SIGNED**		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	**EXEMPTION (If Applicable)**		

DocuSign Envelope ID: 17435CA3-27EF-4736-AA23-E124248A3995

Exhibit A
Scope of Work

A. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide the County of Mariposa (County) with Help America Vote Act (HAVA) Federal funds, CFDA Number 90.404, administered by the U.S. Election Assistance Commission (EAC) "for activities to improve the administration of elections for Federal office, including to enhance election technology and make election security improvements, as authorized under sections 101, 103, 104 of HAVA" subject to the provisions of this Agreement and all requirements of state and federal law, regulations and procedures.

B. PROJECT CONTACTS

- The program representatives during the term of Agreement will be:

  County: Courtney Progner Morrow (209) 966-2007

  SOS: Justin Hirai (916) 603-7903 or HAVAInvoices@sos.ca.gov.

C. APPROPRIATE USES OF HAVA FUNDS

HAVA funds received pursuant to this contract shall be used for reimbursement for activities to improve the administration of elections for Federal office, including to enhance election technology and make election security improvements, as authorized under sections 101, 103, 104 of HAVA for costs reasonably incurred for:

1. **Cybersecurity**: Activities related to the improvement and enhancement of county cybersecurity, which includes:
   - Penetration testing and any associated remediation
   - Red team exercises and any associated remediation or mitigation
   - End point detection
   - Multi-factor authentication for all devices including
     - Mobile Device Management
     - Mobile Threat Defense

DocuSign Envelope ID: 17435CA3-27EF-4736-AA23-E124248A3995

- Segregating election information technology
- Enhancements for network security including
  - Network Threat Detection
  - Network Threat Protection
  - Network Access Control
- Identification of public facing vulnerabilities and configuration errors through cyber hygiene scans or other methods and any associated remediation
- Patching, patch management, and vulnerability management
- Anti-Malware protection
- Malicious domain blocking and reporting (MDBR)
  - Application Security
  - Application Whitelisting
- Distributed Denial of Service (DDoS) protection
- Third party software and/or hardware in support of improving the county's cybersecurity capabilities
- Software, hardware or consulting services and/or any associated information technology installation directly related to cybersecurity risks which may include
  - Application Development Security
  - Software Supply Chain Management
  - Identity Lifecycle Management
- Monitoring of systems and applications to prevent and detect data breaches or fraud including interconnected systems which may include
  - Security Continuous Monitoring 24x7
  - Cloud Security Monitoring
  - Insider Threat Detection
  - Log Management
  - Threat Intelligence Platform
  - Application Security
  - Operational Technology Security
- Staff or consultant time associated with implementation of any of the above activities

2. **Physical Security**: Activities related to the improvement and enhancement of county physical security which includes:
   - Staff time or consulting services to improve security practices and documentation, including drafting and documenting information security policies and procedures, emergency planning, and continuity of operations

DocuSign Envelope ID: 17435CA3-27EF-4736-AA23-E124248A3995

- Crisis response kit
- First aid supplies
- Panic alarms
- Intrusion detection systems
- Restricted access controls
- Security cameras or other surveillance equipment
- Emergency generator
- Physically securing servers hosting county voter registration, election information systems, and voting technology
- Securing storage or offsite locations used for election equipment and supplies
- Additional services that improve security

3. **Security and Privacy Awareness Training**: Creating awareness and educating employees and other users of information systems on the information security risks associated with the activities related to their job roles, as well as their responsibilities in complying with an organization's security policies and procedures designed to reduce these risks. Training for staff that encompass essential knowledge and skills that help maintain the security and integrity of elections, including:
   - User awareness training
   - Phishing training
   - Social engineering training
   - Combatting mis/dis/mal information
   - De-escalation and conflict resolution
   - Emergency drills
   - Tabletop exercises

4. **Incident Response**: Costs related to responding to an election security incident, including:
   - Staff time or consulting services for incident response plan drafting and preparation
   - Staff time or consulting services to identify an attack, minimize its effects, contain damage, and remediate the cause to reduce the risk of future incidents

Items presumed not to be reimbursable:

The following is a partial list of items presumed to not be reimbursable and not inclusive of all items that are not reimbursable. The list is provided only for the purpose of providing guidance. The Secretary of State shall be the sole

DocuSign Envelope ID: 17435CA3-27EF-4736-AA23-E124248A3995

determiner if an expenditure is reimbursable.

1. Costs not directly related to election infrastructure security.
2. Overhead costs.
3. Computers/Laptops/Tablets.
4. Blackberries/Smartphones (handheld computers).
5. Other office equipment, including but not limited to fax machines, copiers and scanners, unless prior approval has been obtained from the granting agency.
6. Office supplies, including but not limited to paper, pens and post-it notes.
7. Travel costs.

D. CONDITION FOR RECEIVING FUNDS

The County may seek reimbursement for the activities identified above, provided that the County certifies as part of the reimbursement claim that it has done all of the following:

1. Utilized the Department of Homeland Security Cybersecurity and Infrastructure Security Agency (CISA) no cost Cyber Hygiene Web Application Scanning service, or other equivalent cyber hygiene scanning service (https://www.cisa.gov/news-events/news/cyber-hygiene-web-application-scanning).
2. At least one County employee or agent attended one of the regional tabletop training sessions sponsored by the Secretary of State or CISA.
3. Conducted privacy and security awareness training including cyber security best practices for all elections related staff.
4. Completed an incident response plan detailing how elections staff detect, respond to, and recover from network security incidents.

In addition, as a condition of receiving reimbursement for the activities identified above, the County shall certify as a condition of reimbursement that the County has done one or more of the following:

5. Deployed reliable antivirus software and kept it up to date.
6. Implemented a firewall and kept it up to date.
7. Deployed an intrusion detection system and kept it up to date.
8. Deployed the Elections Infrastructure Information Sharing & Analysis Center (EI-ISAC) Endpoint Detection Response program, or other equivalent end point protection and is kept up to date (https://www.cisecurity.org/insights/spotlight/cybersecurity-spotlight-endpoint-detection-and-response-edr).

DocuSign Envelope ID: 17435CA3-27EF-4736-AA23-E124248A3995

9. Adopted a .gov Top-Level Domain or are currently in the transition process (https://get.gov/registration/) for obtaining a .gov Top-Level Domain.

Invoices must include itemized list of costs prior to reimbursement.

DocuSign Envelope ID: 17435CA3-27EF-4736-AA23-E124248A3995

Exhibit B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

   A. For services satisfactorily rendered, and upon receipt and approval of the invoices submitted with supporting documentation, the State agrees to compensate the County for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

   B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears:

      Preferred Method in electronic format (PDF) via email to AccountsPayable@sos.ca.gov.

      Hard copies, though not required, may be sent to:

      Office of Secretary of State
      Attention: Accounts Payable
      P.O. Box 944260
      Sacramento, CA 94244-2600

   C. Counties will be reimbursed as specified in Exhibit A 'Scope of Work', Section C, 'Appropriate Uses of HAVA Funds'.

2. Budget Contingency Clause

   A. It is mutually agreed that if the Budget Act, or a HAVA Spending Plan or Spending Plan amendment, of the current year and/or 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, the State shall have no liability to pay any funds whatsoever to County or to furnish any other considerations under this Agreement and County shall not be obligated to perform any provisions of this Agreement.

   B. If funding for any fiscal year is reduced or deleted by the Budget Act, or by a HAVA Spending Plan or Spending Plan amendment, for

DocuSign Envelope ID: 17435CA3-27EF-4736-AA23-E124248A3995

purposes of this program, the State shall have the option to either cancel the Agreement with no liability occurring to the State, or offer an agreement amendment to County to reflect the reduced amount.

3. Federal Funds

   A. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

   B. This contract is valid and enforceable only if the United State Government for the fiscal year 2023/2024, for the purpose of this program makes sufficient funds available to the state. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.

   C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

   D. The department has the option to **invalidate** the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

4. 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.

5. Maximum Amount of HAVA Funds to be Provided to County Under this Program

   County shall not receive, pursuant to Agreement, more than $100,000.00.

6. Failure To Properly Claim Maximum Amount Of HAVA Funds

DocuSign Envelope ID: 17435CA3-27EF-4736-AA23-E124248A3995

Notwithstanding any provision of Agreement, County shall be entitled to receive only those amounts for fully supported and appropriate claims which are properly submitted, pursuant to the provisions of Agreement and all applicable state and federal laws, regulations, and procedures.

7. Basis of Claims

Subject to the provisions below related to the applicability of CFR-200, all claims for HAVA funds under this program must be based on invoices submitted by County. All invoices or agreements that are the subject of any claims must relate directly to expenditures authorized pursuant to Section C ('Appropriate Use of HAVA Funds') of Exhibit A 'Scope of Work'.

8. Processing of Claims

The Secretary of State shall establish the criteria and processes for submitting claims under this program. Such criteria shall include requirements that all claims:

A. Contain a face sheet that summarizes each expenditure made as set forth in Exhibit A 'Scope of Work';

B. Include the total amount of the claim;

C. Include the agreement number on the face sheet;

D. Identify whether additional claims are expected to be submitted;

E. Include hourly charge of any county staff for which a claim is made for their time;

F. Include the hourly wage or monthly salary of any employee for which a claim is made for their salaries;

G. Include signed County staff HAVA Activity Reports, please see sample which is Exhibit G, for each employee and County's employee for whom reimbursement for time is being claimed. (Vendors who receive payment from HAVA funds are required to submit timesheets for any work paid for as time and materials); or,

DocuSign Envelope ID: 17435CA3-27EF-4736-AA23-E124248A3995

H. Requests for reimbursement for personnel costs, whether regular county employees or temporary staff, should be backed up with HAVA timesheets. However, sensitive personal identifying information (PII) should not be included. If the County uses a computer-based payroll system that is coded to reflect time spent on HAVA and non-HAVA projects, the County does not need to submit time sheets. However, for any request for reimbursement for personnel services, the County must submit a summary that shows the type of staff, numbers of positions claimed and time spent on each type of HAVA-related project, along with the costs of payroll and benefits for those hours. The County must also verify that coded electronic payroll records are kept on file and are available for Secretary of State questions and audit purposes.

I. Include a copy of the contract with the contractor if the contractor's invoice does not describe the activities undertaken in such a manner that the State can determine whether the activities comply with the provisions of this Agreement.

9. Application of 2CFR 225
2CFR – Part 225 ("Cost Principles for State, Local and Indian Tribal Governments"), incorporated herein by reference, to the extent applicable, shall govern with respect to all aspects of this program. The provisions of 2 CFR - Part 225 may be found at https://www.whitehouse.gov/wp-content/uploads/legacy_drupal_files/omb/federal_register/FR2005/083105_a87.pdf

10. Retroactive Payments
Counties may claim reimbursement for expenses and activities permissible under the terms of this agreement that occur after July 1, 2023, and on or before June 30, 2025.

11. Payments Of Claims

Payments made by the State with respect to any claim shall be sent directly by the State Controller's office to the County.

12. Deadline For Submitting Claims

The deadline for submitting any claim under this program is June 30, 2025.

DocuSign Envelope ID: 17435CA3-27EF-4736-AA23-E124248A3995

13. Multiple Claims

County can submit multiple claims for HAVA funds authorized above, within the aggregate limit established for County.

14. Documentation To Be Submitted

Each claim shall include a cover page that identifies the activity or service in Exhibit A and the dollar amount associated with each activity or service for which funds are being sought. Each claim shall also include originals or true copies of all invoices, agreements, or other documentation that support the claim, including all documentation required by Office of Management and Budget, 2CFR - Part 225. The provisions of 2CFR – Part 225 and 2CFR 200 may be found at https://www.whitehouse.gov/wp-content/uploads/2022/05/2022-Compliance-Supplement_PDF_Rev_05.11.22.pdf

15. Order Of Processing

Claims shall be processed by the Secretary of State in order of receipt.

DocuSign Envelope ID: 17435CA3-27EF-4736-AA23-E124248A3995

Exhibit C
GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site: https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts.

DocuSign Envelope ID: 17435CA3-27EF-4736-AA23-E124248A3995

Exhibit D
SPECIAL TERMS AND CONDITIONS

A. AUDITING

1. Receipt of HAVA funds by a county indicates agreement to establish a dedicated HAVA account for these funds. Therefore, any payment received by County pursuant to this program shall be deposited in a separate, segregated account and any payment made by County related to this program shall be paid from that account whether or not the County has paid the vendors for services rendered before submitting invoices to the State.

2. Any recipient of federal funds to meet the Help America Vote Act requirements agrees to be audited pursuant to federal and state law. Accordingly, all documents and electronic files must be produced upon request by the auditors. CFDA Number for this contract is 90.404. The audit may include a review of all books, papers, accounts, documents, or other records of County as they relate to any HAVA funds. County shall also provide access to all employees having knowledge of the HAVA funds program to assist the auditor. County shall provide a copy of any document, paper, or electronic record requested by the auditor;

3. OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), and OMB Circular A-87, incorporated herein by reference, shall govern with respect to all aspects of this program. The provisions of these circulars may be found at http://www.whitehouse.gov/omb/circulars;

4. County shall maintain records in a manner that:

    a. Accurately reflects fiscal transactions with necessary controls and safeguards;

    b. Provides complete audit trails, based whenever possible on original documents (purchase orders, receipts, progress payments, invoices, timesheets, cancelled warrants, warrant numbers, etc.);

DocuSign Envelope ID: 17435CA3-27EF-4736-AA23-E124248A3995

c. Provides accounting data so the costs can readily be determined throughout Agreement period.

5. Records shall be maintained for three years after expiration of Agreement and for at least one year following any audit or final disposition of any disputed audit finding;

6. If the final disposition of any disputed audit finding is determined to be a disallowed cost that the Secretary of State has paid the County, the County shall return to the Secretary of State an amount equal to the disallowance.

7. County shall permit periodic site visits by the Secretary of State or the Secretary of State's designee or designees to determine if any HAVA funds are being used or have been used in compliance with Agreement and all applicable laws;

8. Upon request, county shall report to the Secretary of State at least once every 90 (ninety) days until all funds received have been expended, on the status of HAVA funds received, in a manner determined by the Secretary of State.

B. GENERAL PROVISIONS

1. The program is conditioned on State receiving reimbursement from the federal government pursuant to HAVA Section 303(a).

2. HAVA funds can only be used for the purposes for which the HAVA funds are made;

3. No portion of any HAVA funds shall be used for partisan political purposes. All County staff providing services are required to sign an agreement, please see Exhibit E Item A, to abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office.

4. The provisions of the federal *Hatch Act* shall apply to employees working for state and local entities receiving HAVA funds. The *Hatch Act* may be reviewed at

DocuSign Envelope ID: 17435CA3-27EF-4736-AA23-E124248A3995

https://osc.gov/Documents/Outreach%20and%20Training/Handouts/A%20Guide%20to%20the%20Hatch%20Act%20for%20Federal%20Employees.pdf.

5. Any interest earned by County on money received pursuant to this Agreement must be reported in writing to the Secretary of State within 30 days of expiration of this Agreement. All interest must be used by the County for the purposes of implementing activities allowable under this Agreement;

6. Failure by any eligible County to execute a contract within 90 days of the date on which this contract is made available shall constitute an express desire to forego funds;

7. Funds not claimed by County within 90 days of the end date of this contract, or any funds claimed by a county that are not approved for county use by the Secretary of State within 180 days of the end date of this contract, shall be reallocated and may only be used to meet Section 303(a) of HAVA;

8. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel Agreement with no liability occurring to the State, or offer an Agreement amendment to County to reflect any reduced amount;

9. Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner;

10. Pursuant to federal policy, Agreement may be terminated by the State with 30-day written notice to County;

11. County warrants by execution of Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by County for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually

DocuSign Envelope ID: 17435CA3-27EF-4736-AA23-E124248A3995

performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee;

12. Nothing contained in Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve County of its responsibilities and obligations hereunder. County agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by County. County's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to County. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of County;

13. Pursuant to federal law, by signing this agreement or execution of this purchase order the Contractor certifies under the penalty of perjury that the contracting entity is not excluded or ineligible from federal assistance programs and thereby is not on the federal government's list of suspended or debarred entities.

    Pursuant to federal law, as a component of the procurement process, the Contractor must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be viewed at SAM.gov (formerly at www.epls.gov).

14. Upon request, county agrees to provide the Secretary of State with a summary report on its activities under this agreement following each election for which funds are expended that includes: the method used to determine the need for funding an eligible activity, including the reliance on an advisory committee or advisory groups, surveys or any other methodology used to assess the need for the eligible activity; the activity performed and funded; the amount of funding expended; the category or categories of need being met; and any performance metric or assessment of the quality of the activity, including unsolicited public comment, advisory committee or advisory group comment, public comment solicited through surveys and on-site assessments conducted by the County, its agents or others.

DocuSign Envelope ID: 17435CA3-27EF-4736-AA23-E124248A3995

Exhibit E
ADDITIONAL PROVISIONS

A. Secretary Of State Policy Regarding Political Activity in the Workplace

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office and incorporated as an attachment to contracts with the Secretary of State's Office, is as follows:

1. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. In those cases where the contractor with the Secretary of State's Office is a county, the term "contractor" shall apply only to county elections office employees, county employees redirected to work temporarily for the county elections office, or any person, firm, company or business that provides reimbursable election-related services to a county elections office in furtherance of a contract. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.

2. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.

3. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for

DocuSign Envelope ID: 17435CA3-27EF-4736-AA23-E124248A3995

or indicate opposition to a candidate or measure at any level of government.

4. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).

5. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.

6. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.

7. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.

8. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.

9. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.

DocuSign Envelope ID: 17435CA3-27EF-4736-AA23-E124248A3995

10. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.

11. Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

B. Executive Order N-6-22-Russia Sanctions

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

If you have questions concerning these restrictions, please refer them to the Secretary of State Office contact person listed on the contract in Exhibit A.

DocuSign Envelope ID: 17435CA3-27EF-4736-AA23-E124248A3995

EXHIBIT G
TIMESHEET

STATE OF CALIFORNIA - SECRETARY OF STATE

CONTRACTOR HAVA ACTIVITY REPORT

NAME	COMPANY NAME	Month/Year	HAVA Coordinator's Approval
Contract Number:	Location (Sacto/LA)		

	HAVA ACTIVITY HOURS																													PROGRAM TIME REPORTING		
	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	**DELIVERABLE NAME**	**ORG**	HOURS
1																																		(Taken from proposal and contract)		0.00
2																																				0.00
3																																				0.00
4																																				0.00
5																																				0.00
6																																				0.00
7																																				0.00
8																																				0.00
9																																				0.00
10																																				0.00
11																																				0.00
12																																				0.00
13																																				0.00
14																																				0.00
15																																				0.00
16																																				0.00
17																																				0.00
18																																				0.00
19																																				0.00
20																																				0.00
21																																				0.00
22																																				0.00
23																																				0.00
24																																			MONTHLY TOTAL		0.00

SIGNATURE OF CONTRACTOR	DATE		

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-265

MEETING:	June 18, 2024
TO:	The Board of Supervisors
FROM:	Courtney Morrow, Treasurer/Tax Collector/County Clerk
RE:	Authorize the Request for Approval to Sell 5-Year Tax Defaulted Parcels at the Annual Auction Scheduled for August 9, 2024

RECOMMENDATION AND JUSTIFICATION

Authorize the Request for Approval to Sell 5-Year Tax Defaulted Parcels at the Annual Auction Scheduled for August 9, 2024

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has approved the sale in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

A negative action will result in no sale of Tax defaulted parcels.

FINANCIAL IMPACT

none.

ATTACHMENTS

1. **2024 SALE LIST Completed**
2. **Request for Approval to Sell**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District II Supervisor Shannon Poe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

2024 SALE LIST

For 5-Year Tax Defaulted Properties
Auction Scheduled for August 9, 2024

ITEM No.	APN LAST ASSESSEE MINIMUM BID	TAX ID/DEFAULT # Property Status	DOCUMENT # YEAR DEFUALTED
1	001-030-040-000 TACHERRA, DANIEL 4223 PENON BLANCO RD $19,174.34	DEF-180-000-064 LAND/IMPROVEMENTS SPECIAL ASSESSMENTS	20171694 2017/2018
2	012-160-009-000 CHUM, TABYTHA MAKAYLA KEOPHIMANH 3896 B HIGHWAY 140 $39,818.47	DEF-180-000-040 LAND ONLY SPECIAL ASSESSMENTS	20223592 2017/2018
3	013-112-008-000 HOLM, ESTHER CECELIA, TR 5124 BULLION ST $3,491.37	DEF-170-000-034 LAND/IMPROVEMENTS SPECIAL ASSESSMENTS	20214464 2016/2017
4	015-210-016-000 BARNETT, STANLEY R 2799 S HIGHWAY 49 $3,734.86	DEF-150-000-014 LAND/IMPROVEMENTS SPECIAL ASSESSMENTS	884531 2014/2015
5	017-150-061-000 REEL, TAMMI 4370 OLD OAK LN $18,864.28	DEF-180-000-024 LAND/IMPROVEMENTS SPECIAL ASSESSMENTS	20214149 2017/2018
6	019-050-003-000 SHORT, MICHAEL EDWARD 3208 CHICHARRA WAY $20,429.71	DEF-180-000-018 LAND/IMPROVEMENTS SPECIAL ASSESSMENTS	2067549 2017/2018
7	019-100-020-000 RUETHER, RICKY L./JENSEN, LISA L. 10438 BLANCHARD RD $15,242.97	DEF-180-000-016 LAND/IMPROVEMENTS SPECIAL ASSESSMENTS	2003977 2017/2018
8	021-080-013-000 ESTRADA, MIGUEL ANGEL 10114 ALAMO DR $6,798.86	DEF-180-000-010 LAND ONLY SPECIAL ASSESSMENTS	20133821 2017/2018
9	021-120-020-000 MATTHEWS, JOHNNY 9841 TORITO WAY $3,321.91	DEF-180-000-008 LAND ONLY SPECIAL ASSESSMENTS	20142495 2017/2018
10	021-130-020-000 RYAN, SCOTT 9784 HERNANDEZ DR $6,122.68	DEF-180-000-007 LAND ONLY SPECIAL ASSESSMENTS	20220636 2017/2018

11	021-260-025-000 IBARRA, JEFFREY 9133 BANDERILLA DR $14,782.24	DEF-180-000-002 LAND ONLY SPECIAL ASSESSMENTS	20152708 2017/2018
12	021-310-024-000 CRUZ, MELNORA TAN 9794 CARACOL CIR $10,660.12	DEF-180-000-001 LAND ONLY SPECIAL ASSESSMENTS	20204057 2017/2018

REQUEST FOR APPROVAL TO SELL TAX-DEFAULTED PROPERTY SUBJECT TO THE POWER OF SALE AT ANNUAL TAX AUCTION August 9, 2024

June 18, 2024

To the Honorable Board of Supervisors

MARIPOSA County, State of California

Your approval to sell AT PUBLIC AUCTION, for the stated minimum price,

the tax-defaulted property that is subject to the power of sale and described on the attached schedule, in accordance with Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code, is respectfully requested. Also, in the event that any parcel does not sell, I respectfully request your approval to re-offer that parcel at a reduced minimum price.

COURTNEY PROGNER MORROW
Tax Collector

_____

APPROVAL BY BOARD OF SUPERVISORS

Pursuant to the above notice and request, approval for said sale is hereby granted. The tax collector is directed to sell the property described in said Notice as provided for by law, pursuant to Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code.

The foregoing was approved by the Board of Supervisors of MARIPOSA County,

the 18th day of JUNE 2024.

ATTEST:

_____ (seal)
Clerk of the Board of Supervisors

By _____
Deputy

Date: _____

SCO 8-02 (1-01)

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING:	June 18, 2024
TO:	The Board of Supervisors
FROM:	Danielle Bondshu, Clerk of the Board
RE:	Handouts Received During Departmental Presentation at the June 18th, 2024, Meeting

---

RECOMMENDATION AND JUSTIFICATION

Handouts Received During Departmental Presentation at the June 18th, 2024, Meeting

- Tourism Marketing Analysis - Ellen Wasil
- Network at Night Flyer - Kari Kisela

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board often receives handouts during meetings.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

None.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. **Network at Night - FLyer**
2. **Tourism - Marketing Analysis**

GRAND
RE-OPENING
MARIPOSA COUNTY
VISITOR CENTER
RESTROOM
NO SMOKING
NO VAPING
OPEN
OFFICES
MARIPOSA COUNTY
CHAMBER of COMMERCE
Gold Mine
Escape
Room
Relaunching...
Network@Night
& Ribbon Cutting
Thursday, June 27, 2024 @ 5pm
FREE
Smokin' Oak BBQ • Raffle • Hosted Bar
5158 Hwy 140, Mariposa
MARIPOSA
COUNTY CHAMBER OF COMMERCE

HMA

INTELLIGENT MARKETING

Targeted Customer Analysis

Yosemite / Mariposa County Tourism Bureau
Mariposa, CA

May, 2024

Table of Contents

I. INTRODUCTION 1

II. DATA BANK DESCRIPTIONS 1

III. GEOGRAPHIC ANALYSIS 2

- Customer Mix - 2024 to 2020 2
- Customer Mix - 2019 to 2014 3
- Country of Origin by Year 3
- Regional Patron Distribution by Year 4
- Regional Patron Distribution Change by Year 5
- Patrons by State - In Ranked Order 5
- Top Markets by Year 6
- Top Markets by Year 7
- Top Markets by Year - Counts 7
- Top Markets by Year - Counts 8
- Top Markets Change by Year 8
- Top Markets Change by Year 9
- Top Markets - Averages 9
- Top 3-Digit Zips by Year 10
- Top 3-Digit Zips Change by Year 11

IV. AGE OF PATRONS 12

- Age Distribution by Year 12
- Age Distribution – Top States 12
- Age - Top States - Graph 13
- Age Distribution – Top ADI's 13
- Age Distribution – Top ADI's - Graph 14
- Age Distribution - Top Zip's 14
- Age - Top Zip's - Graph 15
- Average Age All Analyzed Areas 15

V. INCOME 15

- Income Distribution by Year 15
- Income Distribution – Top States 16
- Income Distribution – Top States - Graph 16
- Income Distribution – Top ADI's 17
- Income Distribution – Top ADI's - Graph 17
- Income Distribution - Top Zip's 17

- Income - Top Zip's - Graph 18
- Average Income All Analyzed Areas 18
- Income Brackets - Averages 18

VI. PRESENCE OF CHILDREN 19
- Number of Children in Family 19
- Age of Children 19
- Top Markets - Percentage with Children 20
- Distribution of Age 20
- Income Distribution 20
- Children by Month 21

VII. MIDWEEK - WEEKEND 21
- Regional Distribution - Midweek - Weekend 21
- Market Distribution: Midweek - Weekend 22
- 3-Digit Zip Code Distribution: - Midweek - Weekend 22
- Age Distribution - Midweek - Weekend 23
- Income Distribution of Midweek - Weekend 23

VIII. SEASONALITY 23
- Regional Distribution by Month 24
- Regional Distribution within Months 24
- Regional Distribution within Months 25
- Distribution by Month – Top Markets 25
- Distribution by Month – Top Markets 26
- Distribution within Months - Top Markets 26
- Distribution within Months - Top Markets 27
- Seasonal Distribution – Top 3-Digit Zip Codes 27
- Seasonal Distribution – Top 3-Digit Zip Codes 28
- Seasonal Distribution within Top 3-Digit Zip Codes 28
- Age Distribution by Month 29
- Age by Month - Graphs 30
- Income Distribution by Month 31
- Income Distribution by Month - Graphs 32

IX. BOOKING LEAD TIME 33
- Booking Lead Time - Distribution by Market - January 2023 33
- Booking Lead Time - Distribution by Market - February 2023 33
- Booking Lead Time - Distribution by Month - March 2023 33
- Booking Lead Time - Distribution by Month - April 2023 34

- Booking Lead Time - Distribution by Month - May 2023 34
- Booking Lead Time - Distribution by Month - June 2023 35
- Booking Lead Time - Distribution by Month - July 2023 35
- Booking Lead Time - Distribution by Month - August 2023 35
- Booking Lead Time - Distribution by Month - September 2023 36
- Booking Lead Time - Distribution by Month - October 2023 36
- Booking Lead Time - Distribution by Month - November 2023 36
- Booking Lead Time - Distribution by Month - December 2023 37

X. LIFESTYLES AND MISCELLANEOUS CHARACTERISTICS 37

- Occupational Groups 37
- Top Occupations 37
- Miscellaneous Characteristics 38
- Level of Education 38
- Length in Current Residence 38
- Year House was Built 38
- Home Purchase Date 38
- Home Value 38
- Home Purchase Amount 39
- Home Mortgage Amount 39
- Household Composition 39
- Household Size 39
- Media Responsiveness 40
- Green Awareness 41
- Mobile User 41
- Digital Dad - Digital Mom 42
- Shopping 42
- Shopping 43
- Outdoors 44
- Travel 44
- Fitness 44
- Pets 45
- Food & Beverage 45
- Shopping 45
- Music Interest 45
- Interest in Professional Sports 45
- Sports Played 46
- Technology 46

- Charitable Giving 46
- Other Interests 46
- Miscellaneous Interests 47
- Interests of Patrons 47
- Lifestyle Interest Compared to National Average - Graphs 48

XI. REPEAT VISITATION 49
- Cross-Over Patronage within Repeat Guests 49
- Repeat Guest Distribution - Top Markets 49
- Repeat Guest Distribution - Top 3-Digit Zip Codes 49
- Age Distribution 50
- Income Distribution 50

XII. GLOSSARY 51

I. INTRODUCTION

HMA received 320,025 guest history records from the following properties: Best Western, Cedar Lodge, Mariposa Lodge, Tenaya Lodge, Yosemite Inn and Yosemite View Lodge. Data dated from December 2009 through February of 2024. The information in this analysis from November 2019 previously comes from the prior analysis performed by HMA in 2019. That analysis contained guest history from Best Western, Cedar Lodge, Tenaya Lodge, Yosemite Bug and the Yosemite View Lodge. The first stage analysis included performing a complex database cleanup of all records. This cleanup, in addition to eliminating dupes, also standardized all address fields, corrected zip code, city and state fields. Repeat guests were then identified and merged, and where there were more than three different individuals at the same physical location these records were flagged as billing addresses. Upon the completion of the cleanup records for each property were appended with demographic and lifestyle information yielding a total of 60,723 matched records. Guest history from December 2019 through 2024 were then utilized for this analysis, a total of 88,064 clean guest history records.

The primary objective of this analysis is to provide the Yosemite Mariposa County Tourism Bureau with a Guest History Analysis that will act as the foundation for the development of marketing strategies for the hotel property. To reach these objectives, we appended available financial, demographic and lifestyle information to the guest history records, and then performed a multivariate analysis which examines the interaction of all these factors. The analysis was conducted based on all records that were matched to national compiled and response list databases. With this information we were able to draw the conclusions reached in this report.

II. DATA BANK DESCRIPTIONS

HMA, as a national mail list broker, has access to a variety of national consumer data banks. In order to ensure the validity, and to provide additional "tunneling" of your clientele through this analysis, we have enhanced your list by using both a national Compiled List Databank and a Response List Databank. The following definitions will clarify any questions you may have regarding the difference between a compiled and response list databank.

A. Compiled List Databank

This databank collects information from white page directories, automobile registrations, driver license files, city directories, mail response files and census data information. Over 84 million households are represented in this file, containing information on over 140 million individuals. Compiled lists are taken from the above sources, and what dramatically differentiates compiled from response lists, is that there is no indication of previous willingness to subscribe, buy, donate or otherwise respond by mail. These lists provide an excellent source of expanded coverage of market areas, including certain psychographic and demographic characteristics as well as large quantities of names in precise categories not available in response lists.

B. Response List Databank

This databank is a broad cross-section of the consumer buying public, often called "mail-order lists" or "buyer's lists." This database contains approximately 18 million U.S. households. They include every classification related to a consumer's previous response to a direct marketing offer. The names can be those of buyers, subscribers, inquirers, donors, members or depositors. They represent every conceivable area of human interest. In a response list, all individuals have identified themselves by their own choice, and thereby demonstrated that they are willing, if properly motivated, to respond to a direct marketing offer.

III. GEOGRAPHIC ANALYSIS

International patronage has consistently accounted for one in five patrons. One thing to keep in mind is this table only represents direct booking international patronage where we have the addresses of origin of the guest, there may be additional international patrons who book with a tour operator which has a US address.

Customer Mix					
	2024	**2023**	**2022**	**2021**	**2020**
California	56.3%	51.7%	53.0%	66.2%	79.6%
Domestic	21.3%	27.1%	25.8%	31.2%	18.1%
International	22.4%	21.2%	21.2%	2.6%	2.3%

Customer Mix						
	2019	2018	2017	2016	2015	2014
California	48.1%	49.6%	51.5%	52.2%	49.2%	48.9%
Domestic	32.4%	26.3%	26.4%	28.4%	30.0%	28.3%
International	19.5%	24.1%	22.0%	19.3%	20.8%	22.8%

Well over three quarters of patronage to the properties analyzed comes from the United States. Since 2022 Germany has been the second strongest country after the United States.

Country of Origin by Year					
	2024	2023	2022	2021	2020
United States	77.58%	78.81%	78.87%	97.37%	97.72%
Germany	4.21%	3.83%	4.50%	0.21%	0.27%
France	2.84%	2.49%	2.28%	0.11%	0.13%
United Kingdom	2.15%	2.18%	1.93%	0.09%	0.21%
Australia	1.72%	1.29%	0.81%	0.04%	0.25%
Spain	1.72%	0.99%	1.28%	0.07%	0.04%
Netherlands	0.34%	1.15%	1.11%	0.03%	0.09%
Canada	0.77%	0.90%	0.98%	0.21%	0.14%
Italy	0.52%	0.99%	0.73%	0.03%	0.02%
Switzerland	0.60%	0.85%	0.68%	0.06%	0.01%
Israel	0.26%	0.58%	0.65%	0.25%	0.03%
Belgium	1.03%	0.48%	0.41%	0.01%	0.04%
Brazil	0.26%	0.35%	0.41%	0.05%	0.06%
Poland	0.77%	0.31%	0.44%	0.02%	0.04%
Austria	0.17%	0.39%	0.35%	0.01%	0.00%

Country of Origin by Year						
	2019	2018	2017	2016	2015	2014
United States	80.48%	75.90%	77.96%	85.00%	66.37%	52.35%
Germany	1.77%	2.60%	2.39%	1.97%	1.77%	1.72%
France	1.56%	2.11%	2.10%	2.18%	2.07%	1.67%
United Kingdom	1.84%	3.80%	4.35%	4.56%	3.55%	3.55%
Australia	1.36%	1.70%	1.60%	1.86%	1.55%	1.40%
Spain	1.06%	1.56%	1.22%	0.91%	0.42%	0.48%
Netherlands	0.70%	1.04%	0.89%	0.70%	0.80%	0.54%
Canada	0.86%	0.99%	0.88%	0.83%	0.98%	0.83%
Italy	0.52%	0.71%	0.78%	0.51%	0.38%	0.43%
Switzerland	0.31%	0.59%	0.57%	0.62%	0.51%	0.51%
Israel	0.45%	0.49%	0.54%	0.46%	0.32%	0.19%
Belgium	0.30%	0.54%	0.56%	0.47%	0.55%	0.32%

Country of Origin by Year						
	2019	2018	2017	2016	2015	2014
Brazil	0.39%	0.62%	0.54%	0.43%	0.61%	0.46%
Poland	0.17%	0.25%	0.15%	0.12%	0.05%	0.06%
Austria	0.16%	0.26%	0.21%	0.13%	0.14%	0.10%

California has regularly accounted for over 60% of all US patronage, however California patronage was down in 2023.

Regional Distribution by Year					
	2024	2023	2022	2021	2020
New England	0.55%	1.82%	1.87%	1.73%	0.67%
Midwest	6.09%	7.47%	7.19%	6.97%	3.38%
South	5.54%	8.61%	7.64%	7.68%	4.32%
Far West	76.30%	68.47%	70.58%	71.33%	83.86%
Rocky Mtn	3.10%	2.86%	3.12%	2.79%	2.48%
Mid Atlantic	4.10%	5.73%	5.18%	4.96%	2.29%
Southwest	4.32%	5.04%	4.43%	4.55%	3.01%
California	72.54%	65.61%	67.22%	67.95%	81.43%
Texas	2.77%	3.28%	2.83%	2.78%	1.69%
Florida	1.77%	2.61%	2.48%	2.42%	1.70%
New York	1.33%	1.97%	1.72%	1.79%	0.93%
Washington	2.21%	1.57%	1.83%	1.84%	1.41%

Regional Distribution by Year						
	2019	2018	2017	2016	2015	2014
New England	2.02%	2.31%	2.26%	2.59%	2.60%	2.66%
Midwest	9.69%	7.91%	7.20%	7.53%	8.18%	7.40%
South	9.27%	7.95%	8.35%	8.46%	8.84%	9.09%
Far West	63.32%	68.21%	68.96%	67.55%	65.30%	66.44%
Rocky Mtn	3.09%	2.71%	2.56%	2.76%	2.78%	2.32%
Mid Atlantic	7.08%	6.55%	6.50%	6.61%	7.39%	7.22%
Southwest	5.52%	4.35%	4.17%	4.50%	4.91%	4.86%
California	59.75%	65.33%	66.07%	64.75%	62.10%	63.35%
Texas	3.48%	2.82%	2.77%	2.94%	3.11%	3.17%
Florida	2.72%	2.61%	2.87%	2.68%	2.82%	3.10%
New York	2.62%	2.44%	2.37%	2.48%	2.51%	2.64%
Washington	1.88%	1.38%	1.48%	1.46%	1.76%	1.53%

California patronage has declined for three years in a row.

Regional Distribution – Change by Year					
	22 to 23	21 to 22	20 to 21	19 to 20	18 to 19
New England	-3%	8%	273%	-42%	-7%
Midwest	4%	3%	185%	-41%	13%
South	14%	-1%	136%	-33%	10%
Far West	-3%	-1%	-26%	20%	-4%
Rocky Mtn	-10%	12%	22%	-12%	8%
Mid Atlantic	12%	4%	203%	-42%	5%
Southwest	16%	-3%	90%	-28%	16%
California	-3%	-1%	-29%	23%	-5%
Texas	18%	2%	112%	-32%	14%
Florida	6%	3%	73%	-23%	2%
New York	17%	-4%	161%	-40%	4%
Washington	-17%	0%	53%	-16%	22%

Regional Distribution – Change by Year				
	17 to 18	16 to 17	15 to 16	14 to 15
New England	23%	-14%	20%	22%
Midwest	3%	-11%	0%	-3%
South	12%	-4%	-10%	13%
Far West	-6%	-1%	-5%	-3%
Rocky Mtn	-1%	2%	4%	-2%
Mid Atlantic	7%	-6%	-1%	24%
Southwest	1%	-1%	-13%	3%
California	6%	-6%	-10%	1%
Texas	-1%	2%	5%	-2%
Florida	2%	-5%	-7%	-2%
New York	-11%	6%	-6%	-11%
Washington	4%	-4%	-1%	-6%

The following table shows the overall distribution by state and is in declining order.

Patrons by State in Ranked Order							
Rnk	State	Count	%	Rnk	State	Count	%
1	California	50,986	68.10%	28	Kentucky	259	0.35%
2	Texas	2,176	2.91%	29	South Carolina	255	0.34%
3	Florida	1,845	2.46%	30	Hawaii	209	0.28%
4	New York	1,317	1.76%	31	Louisiana	192	0.26%
5	Washington	1,308	1.75%	32	Idaho	182	0.24%
6	Illinois	1,057	1.41%	33	Oklahoma	179	0.24%
7	Arizona	945	1.26%	34	Iowa	173	0.23%
8	Pennsylvania	920	1.23%	35	Kansas	169	0.23%
9	Nevada	899	1.20%	36	New Mexico	142	0.19%

Patrons by State in Ranked Order							
Rnk	**State**	**Count**	**%**	**Rnk**	**State**	**Count**	**%**
10	Ohio	872	1.16%	37	Washington DC	134	0.18%
11	Oregon	807	1.08%	38	New Hampshire	125	0.17%
12	New Jersey	801	1.07%	39	Arkansas	117	0.16%
13	Michigan	762	1.02%	40	Mississippi	80	0.11%
14	Georgia	756	1.01%	41	Montana	79	0.11%
15	Virginia	722	0.96%	42	Nebraska	78	0.10%
16	North Carolina	698	0.93%	43	Maine	70	0.09%
17	Massachusetts	641	0.86%	44	Rhode Island	65	0.09%
18	Colorado	620	0.83%	45	Delaware	63	0.08%
19	Minnesota	563	0.75%	46	Vermont	56	0.07%
20	Indiana	521	0.70%	47	West Virginia	55	0.07%
21	Maryland	519	0.69%	48	Alaska	44	0.06%
22	Tennessee	507	0.68%	49	South Dakota	42	0.06%
23	Wisconsin	460	0.61%	50	Wyoming	38	0.05%
24	Missouri	391	0.52%	51	North Dakota	32	0.04%
25	Utah	354	0.47%	52	Puerto Rico	18	0.02%
26	Connecticut	306	0.41%	53	Guam	1	0.00%
27	Alabama	261	0.35%	54	Virgin Islands	0	0.00%

While it is helpful to explore patron origin on a basic geographic level, it is also helpful to identify clusters of patrons, which transcend traditional geographic boundaries. To do this ADI or Area of Demonstrated Influence is utilized. ADI is a method of breaking up the country into areas, which interrelate and overlap state boundaries. For example, the New York ADI (Market) encompasses greater New York City as well as northern New Jersey and western Connecticut. In other words, ADI is another way of looking at metropolitan areas. The San Francisco Bay Area has routinely accounted for roughly one in five patrons, however, it has dropped below that threshold over the past two years. Los Angeles has consistently been the second strongest market followed by the Sacramento – Stockton ADI.

Top Markets by Year					
	2024	**2023**	**2022**	**2021**	**2020**
San Francisco Bay Area	26.46%	18.97%	18.54%	23.29%	26.95%
Los Angeles	10.57%	12.83%	13.33%	18.13%	22.54%
Sacramento - Stockton	8.08%	5.90%	5.54%	7.01%	8.61%
Fresno - Visalia	1.46%	4.82%	5.62%	5.55%	6.20%
San Diego	2.32%	2.94%	3.17%	4.27%	5.98%
Germany	4.21%	3.83%	4.50%	0.21%	0.27%
Monterey - Salinas	3.18%	2.09%	2.38%	2.58%	3.42%

Top Markets by Year					
	2024	2023	2022	2021	2020
Santa Barbara	1.55%	2.02%	2.10%	2.38%	3.15%
New York	1.12%	2.11%	1.75%	2.39%	1.15%
France	2.84%	2.49%	2.28%	0.11%	0.13%
United Kingdom	2.15%	2.18%	1.93%	0.09%	0.21%
Seattle - Tacoma	1.55%	1.03%	1.17%	1.42%	1.16%
Palm Springs	1.12%	1.04%	1.03%	1.50%	1.43%
Chicago	0.86%	1.00%	0.97%	1.16%	0.57%
Washington DC	1.46%	1.03%	0.93%	1.02%	0.48%

Top Markets by Year						
	2019	2018	2017	2016	2015	2014
San Francisco Bay Area	21.30%	19.74%	19.57%	21.33%	15.42%	12.34%
Los Angeles	10.80%	11.42%	12.05%	12.85%	9.61%	8.04%
Sacramento - Stockton	5.98%	5.72%	5.72%	6.13%	4.75%	3.55%
Fresno - Visalia	2.38%	4.59%	5.30%	5.02%	4.29%	3.33%
San Diego	2.73%	2.51%	2.42%	2.85%	2.20%	1.84%
Germany	1.77%	2.60%	2.39%	1.97%	1.77%	1.72%
Monterey - Salinas	2.21%	2.19%	2.15%	2.46%	1.59%	1.13%
Santa Barbara	0.97%	1.60%	2.16%	2.23%	1.60%	1.44%
New York	2.49%	2.40%	2.49%	2.73%	2.35%	1.88%
France	1.56%	2.11%	2.10%	2.18%	2.07%	1.67%
United Kingdom	1.84%	3.80%	4.35%	4.56%	3.55%	3.55%
Seattle - Tacoma	1.20%	0.83%	0.98%	1.05%	0.98%	0.66%
Palm Springs	0.88%	0.79%	0.91%	0.95%	0.72%	0.63%
Chicago	1.28%	1.03%	1.12%	1.24%	1.10%	0.78%
Washington DC	1.18%	0.93%	0.86%	1.12%	0.95%	0.84%

Top Markets by Year					
	2024	2023	2022	2021	2020
San Francisco Bay Area	308	5,661	4,872	4,963	3,282
Los Angeles	123	3,830	3,503	3,864	2,745
Sacramento - Stockton	94	1,761	1,456	1,494	1,049
Fresno - Visalia	17	1,439	1,476	1,182	755
San Diego	27	878	833	909	728
Germany	49	1,143	1,182	44	33
Monterey - Salinas	37	624	626	549	416
Santa Barbara	18	604	551	508	383
New York	13	630	460	509	140
France	33	744	599	24	16
United Kingdom	25	650	508	20	26
Seattle - Tacoma	18	308	308	302	141

Top Markets by Year					
	2024	2023	2022	2021	2020
Palm Springs	13	310	270	319	174
Chicago	10	299	256	247	69
Washington DC	17	306	244	217	58

Top Markets by Year						
	2019	2018	2017	2016	2015	2014
San Francisco Bay Area	5,061	8,412	6,612	7,658	5,922	4,927
Los Angeles	2,565	4,866	4,072	4,612	3,690	3,211
Sacramento - Stockton	1,421	2,438	1,931	2,202	1,823	1,418
Fresno - Visalia	566	1,957	1,792	1,802	1,649	1,328
San Diego	649	1,069	816	1,022	846	735
Germany	420	1,110	809	707	681	688
Monterey - Salinas	526	932	728	882	612	451
Santa Barbara	230	681	731	799	614	573
New York	592	1,021	841	980	904	749
France	371	898	709	784	795	666
United Kingdom	437	1,620	1,471	1,636	1,363	1,417
Seattle - Tacoma	284	354	330	376	376	264
Palm Springs	209	338	306	342	278	252
Chicago	305	438	378	446	421	310
Washington DC	280	398	292	402	365	337

After declining from two years in a row, San Francisco patronage rebounded in 2023. Los Angeles patronage has declined for three years in a row.

Top Markets - Change by Year					
	22 to 23	21 to 22	20 to 21	19 to 20	18 to 19
San Francisco Bay Area	3%	-25%	-24%	14%	4%
Los Angeles	-4%	-33%	-34%	56%	-3%
Sacramento - Stockton	7%	-26%	-33%	23%	3%
Fresno - Visalia	-16%	2%	-18%	82%	-27%
San Diego	-8%	-32%	-50%	61%	5%
Germany	-17%	2563%	-42%	-43%	-18%
Monterey - Salinas	-14%	-9%	-43%	28%	1%
Santa Barbara	-4%	-15%	-42%	115%	-22%
New York	23%	-33%	189%	-28%	2%
France	11%	2372%	-25%	-47%	-14%
United Kingdom	14%	2417%	-98%	-45%	-29%
Seattle - Tacoma	-14%	-21%	39%	-2%	24%
Palm Springs	1%	-39%	8%	32%	6%

Top Markets - Change by Year					
	22 to 23	21 to 22	20 to 21	19 to 20	18 to 19
Chicago	3%	-20%	183%	-29%	14%
Washington DC	12%	-11%	199%	-31%	15%

Top Markets - Change by Year				
	17 to 18	16 to 17	15 to 16	14 to 15
San Francisco Bay Area	1%	-8%	36%	24%
Los Angeles	-7%	-6%	31%	19%
Sacramento - Stockton	0%	-6%	27%	32%
Fresno - Visalia	-17%	5%	16%	28%
San Diego	5%	-14%	27%	19%
Germany	11%	20%	10%	3%
Monterey - Salinas	2%	-12%	51%	40%
Santa Barbara	-33%	-3%	37%	11%
New York	-5%	-8%	15%	25%
France	1%	-4%	5%	23%
United Kingdom	-16%	-4%	27%	0%
Seattle - Tacoma	-19%	-6%	6%	46%
Palm Springs	-16%	-5%	30%	14%
Chicago	-10%	-9%	12%	40%
Washington DC	10%	-21%	17%	12%

Sacramento patrons have the longest average stay at 8.37 nights due to several guests to one property with long stays.

Top Markets – Averages				
	% Vis	% Nts	Avg	Tot/Nt
San Francisco Bay Area	21.04%	16.94%	2.29	$305
Los Angeles	15.40%	14.47%	2.67	$317
Sacramento - Stockton	6.95%	20.45%	8.37	$184
Fresno - Visalia	5.73%	5.20%	2.58	$242
San Diego	3.69%	3.21%	2.47	$327
Germany	2.61%	1.55%	1.69	$211
Monterey - Salinas	2.48%	2.36%	2.70	$265
Santa Barbara	2.32%	2.00%	2.45	$295
New York	1.89%	1.58%	2.38	$324
France	1.50%	0.80%	1.53	$234
United Kingdom	1.31%	0.98%	2.13	$326
Seattle - Tacoma	1.16%	1.14%	2.79	$256
Palm Springs	1.19%	1.12%	2.68	$287
Chicago	0.95%	0.75%	2.26	$325

Top Markets – Averages				
	% Vis	% Nts	Avg	Tot/Nt
Washington DC	0.91%	0.80%	2.49	$308
Total			2.84	$269

Within the San Francisco Bay area patronage is heaviest from the 945-zip area which has regularly accounted for over 7% of US patronage.

Top Three-Digit Zip Codes by Year						
		2024	2023	2022	2021	2020
945	CA – East Bay	10.52%	7.00%	6.78%	7.29%	7.96%
950	CA – San Jose Area	3.65%	4.30%	4.21%	4.00%	4.75%
940	CA – SF Peninsula	4.98%	4.11%	3.94%	3.90%	4.68%
951	CA – San Jose City	5.32%	3.41%	3.34%	3.10%	3.46%
926	CA – Orange County	1.11%	2.62%	2.49%	3.05%	3.98%
941	CA – San Francisco City	2.55%	2.38%	2.63%	2.49%	3.32%
956	CA – Sacramento Area	3.88%	2.83%	2.57%	2.50%	2.82%
913	CA – Van Nuys NW	2.33%	1.91%	2.21%	2.36%	2.88%
900	CA – Los Angeles City	2.10%	1.94%	1.99%	2.13%	3.09%
936	CA – Fresno Area	0.66%	2.26%	2.57%	2.11%	2.38%
921	CA – San Diego City	1.44%	1.65%	2.04%	2.03%	2.76%
934	CA – Santa Barbara NW	0.89%	2.14%	2.29%	1.94%	2.49%
953	CA – Stockton S	2.66%	2.02%	2.04%	1.90%	2.40%
920	CA – San Diego Area	1.11%	1.65%	1.59%	1.87%	2.84%
937	CA – Fresno City	0.44%	1.87%	2.34%	1.82%	1.91%

Top Three-Digit Zip Codes by Year							
		2019	2018	2017	2016	2015	2014
945	CA – East Bay	7.69%	7.15%	7.09%	7.19%	6.50%	6.64%
950	CA – San Jose Area	4.47%	4.17%	3.86%	4.01%	3.32%	3.32%
940	CA – SF Peninsula	4.09%	3.98%	4.13%	4.00%	3.65%	3.68%
951	CA – San Jose City	3.45%	3.27%	3.11%	2.95%	2.60%	2.41%
926	CA – Orange County	2.08%	2.40%	2.54%	2.50%	2.65%	2.62%
941	CA – San Francisco City	3.19%	3.56%	3.04%	2.93%	3.10%	3.26%
956	CA – Sacramento Area	2.78%	2.54%	2.40%	2.58%	2.32%	2.24%
913	CA – Van Nuys NW	1.63%	1.90%	1.92%	1.92%	1.62%	1.96%
900	CA – Los Angeles City	1.76%	1.90%	1.74%	1.86%	1.82%	1.97%
936	CA – Fresno Area	1.01%	2.21%	2.52%	2.25%	2.55%	2.55%
921	CA – San Diego City	1.61%	1.63%	1.47%	1.60%	1.51%	1.65%
934	CA – Santa Barbara NW	0.88%	1.63%	2.22%	2.14%	1.93%	2.25%
953	CA – Stockton S	1.80%	2.30%	2.24%	1.93%	2.48%	2.21%
920	CA – San Diego Area	1.41%	1.30%	1.30%	1.44%	1.50%	1.58%
937	CA – Fresno City	0.77%	2.01%	2.37%	1.96%	2.01%	1.90%

Patronage from the top five postal zones grew in 2023.

Top Three-Digit Zip Codes – Change by Year						
		22 to 23	21 to 22	20 to 21	19 to 20	18 to 19
945	CA – East Bay	4%	-7%	-15%	2%	4%
950	CA – San Jose Area	3%	5%	-28%	4%	4%
940	CA – SF Peninsula	5%	1%	-29%	9%	2%
951	CA – San Jose City	2%	8%	-18%	0%	3%
926	CA – Orange County	6%	-18%	-41%	57%	-8%
941	CA – San Francisco City	-11%	5%	-44%	3%	-6%
956	CA – Sacramento Area	11%	3%	-20%	1%	6%
913	CA – Van Nuys NW	-15%	-6%	-32%	48%	-9%
900	CA – Los Angeles City	-3%	-6%	-54%	47%	-4%
936	CA – Fresno Area	-14%	22%	-20%	84%	-32%
921	CA – San Diego City	-22%	1%	-46%	45%	-1%
934	CA – Santa Barbara NW	-7%	18%	-38%	113%	-27%
953	CA – Stockton S	-1%	7%	-36%	21%	-13%
920	CA – San Diego Area	4%	-14%	-60%	63%	5%
937	CA – Fresno City	-23%	28%	-8%	91%	-36%

Top Three-Digit Zip Codes – Change by Year					
		17 to 18	16 to 17	15 to 16	14 to 15
945	CA – East Bay	1%	-1%	13%	-3%
950	CA – San Jose Area	10%	-3%	25%	0%
940	CA – SF Peninsula	-4%	3%	11%	-1%
951	CA – San Jose City	6%	5%	16%	10%
926	CA – Orange County	-7%	1%	-7%	1%
941	CA – San Francisco City	21%	3%	-7%	-6%
956	CA – Sacramento Area	7%	-6%	14%	4%
913	CA – Van Nuys NW	-1%	0%	22%	-21%
900	CA – Los Angeles City	12%	-6%	3%	-9%
936	CA – Fresno Area	-15%	11%	-14%	0%
921	CA – San Diego City	13%	-7%	7%	-11%
934	CA – Santa Barbara NW	-33%	3%	13%	-17%
953	CA – Stockton S	4%	14%	-27%	15%
920	CA – San Diego Area	0%	-8%	-5%	-6%
937	CA – Fresno City	-19%	18%	-3%	7%

IV AGE OF PATRONS

As part of the appending process actual age was captured to facilitate analysis, for this report age has been grouped into four-year increments and is the patron's age at time of appending.

The overall average age is 49.95 but the age curve is relatively flat.

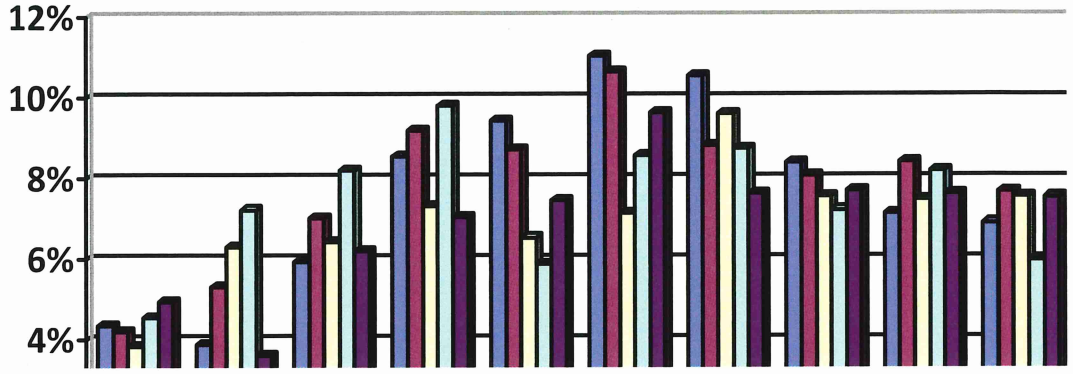
Age Distribution by Year								
	All	2024	2023	2022	2021	2020	2019	2018
18-21	1.41%	3.09%	1.39%	1.45%	1.32%	1.29%	0.89%	0.74%
22-25	2.80%	6.70%	2.85%	2.94%	2.42%	2.46%	2.20%	2.09%
26-29	4.25%	8.12%	4.28%	4.29%	3.93%	4.08%	2.93%	3.59%
30-33	6.15%	7.09%	6.18%	5.76%	5.92%	6.27%	3.93%	4.93%
34-37	8.21%	7.86%	8.34%	8.23%	7.62%	8.43%	5.04%	5.61%
38-41	8.61%	8.38%	8.63%	9.22%	8.22%	8.17%	6.56%	7.75%
42-45	10.27%	11.73%	10.27%	10.53%	9.92%	10.04%	8.50%	8.43%
46-49	10.10%	6.96%	9.67%	10.12%	10.54%	10.74%	9.66%	8.87%
50-53	8.30%	7.47%	7.42%	7.82%	8.81%	9.70%	10.12%	8.84%
54-57	7.51%	6.96%	7.12%	7.34%	7.84%	7.91%	10.31%	9.51%
58-61	7.25%	7.47%	7.38%	7.07%	7.50%	7.77%	9.86%	9.81%
62-65	7.33%	5.80%	7.69%	7.23%	7.62%	6.98%	9.36%	9.32%
66-69	6.40%	5.15%	6.80%	6.31%	6.65%	5.86%	8.00%	8.28%
70-73	5.08%	3.22%	5.23%	5.43%	5.00%	4.62%	5.69%	6.20%
74-77	3.33%	1.80%	3.50%	3.43%	3.61%	2.95%	3.66%	3.17%
78+	2.99%	2.19%	3.24%	2.82%	3.09%	2.72%	3.29%	2.85%
Avg	49.95	45.93	50.17	49.86	50.57	49.79	53.07	52.42

Washington patrons are the oldest group on average due to greater numbers of patrons over the age of 55. Texas patrons are younger than average.

Age Comparison – Top States					
	CA	TX	FL	NY	WA
18-21	1.50%	1.60%	1.02%	1.43%	1.51%
22-25	2.86%	2.61%	2.82%	3.12%	3.43%
26-29	3.87%	5.31%	6.29%	7.22%	3.60%
30-33	5.93%	7.02%	6.41%	8.20%	6.20%
34-37	8.53%	9.17%	7.31%	9.80%	7.04%
38-41	9.42%	8.72%	6.53%	5.88%	7.45%
42-45	11.03%	10.63%	7.13%	8.56%	9.63%
46-49	10.53%	8.82%	9.59%	8.73%	7.62%
50-53	8.38%	8.07%	7.55%	7.22%	7.71%
54-57	7.13%	8.42%	7.49%	8.20%	7.62%
58-61	6.90%	7.67%	7.55%	5.97%	7.54%
62-65	6.79%	8.22%	9.95%	8.91%	6.70%

Age Comparison – Top States					
	CA	TX	FL	NY	WA
66-69	6.03%	5.21%	7.43%	6.15%	7.87%
70-73	4.77%	4.21%	6.24%	4.28%	7.37%
74-77	3.29%	2.31%	3.84%	3.21%	5.03%
78+	3.05%	2.01%	2.82%	3.12%	3.69%
Avg	49.59	48.64	51.01	48.93	51.65

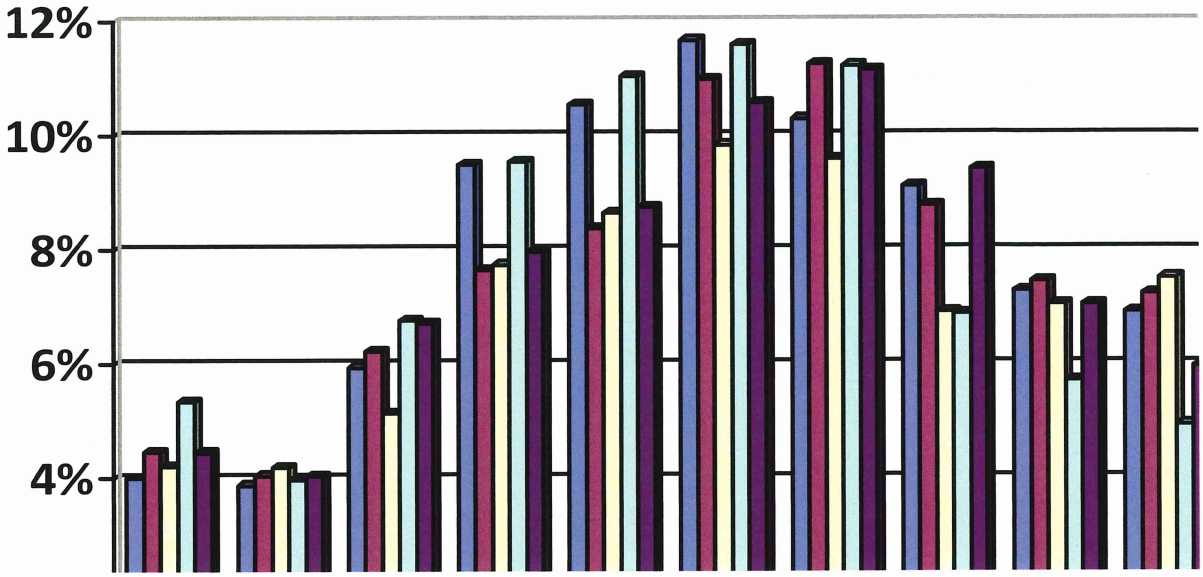
Age Comparison - Top State



Sacramento patrons are substantially older than the average. Fresno patrons are the youngest group with an average age of 48.28.

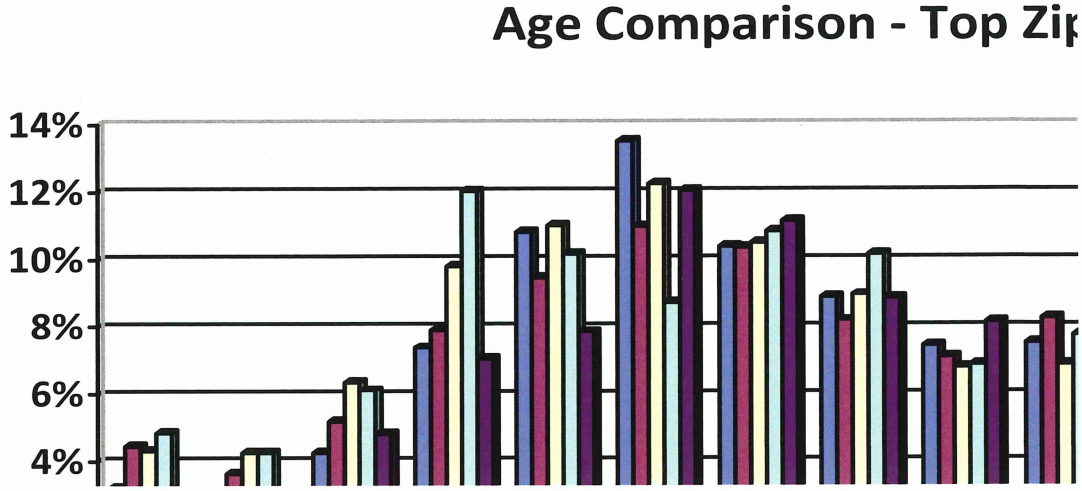
Age Comparison – Top ADI's					
	SF	LA	Sacto	Fresno	SD
18-21	1.36%	1.44%	1.44%	2.16%	1.53%
22-25	2.64%	3.02%	2.76%	3.18%	2.92%
26-29	3.87%	4.04%	4.19%	3.97%	4.03%
30-33	5.94%	6.22%	5.14%	6.76%	6.71%
34-37	9.49%	7.64%	7.74%	9.54%	7.97%
38-41	10.55%	8.37%	8.64%	11.03%	8.75%
42-45	11.67%	10.98%	9.84%	11.60%	10.58%
46-49	10.30%	11.26%	9.59%	11.23%	11.15%
50-53	9.12%	8.78%	6.91%	6.88%	9.42%
54-57	7.29%	7.46%	7.05%	5.71%	7.05%
58-61	6.91%	7.24%	7.52%	4.94%	5.97%
62-65	6.19%	6.66%	7.95%	6.38%	6.95%
66-69	4.89%	6.00%	7.66%	6.43%	6.41%
70-73	4.03%	4.72%	5.91%	4.52%	5.08%
74-77	3.02%	3.08%	4.21%	2.73%	2.75%
78+	2.72%	3.11%	3.45%	2.93%	2.75%
Avg	48.80	49.70	51.08	48.28	49.41

Age Comparison - Top M



The average age of patrons from the 951-zip area is below 48 compared to over 51 for patrons from the 926-zip area.

Age Comparison – Top Zip's					
	945	**950**	**940**	**951**	**926**
18-21	1.04%	1.86%	1.25%	1.65%	0.91%
22-25	2.17%	2.61%	3.06%	3.21%	1.77%
26-29	2.80%	3.65%	4.27%	4.27%	2.94%
30-33	4.27%	5.19%	6.35%	6.11%	4.82%
34-37	7.38%	7.91%	9.80%	12.03%	7.05%
38-41	10.82%	9.45%	11.01%	10.15%	7.86%
42-45	13.52%	10.99%	12.25%	8.72%	12.06%
46-49	10.39%	10.35%	10.51%	10.84%	11.15%
50-53	8.90%	8.20%	8.96%	10.15%	8.87%
54-57	7.46%	7.12%	6.81%	6.89%	8.16%
58-61	7.53%	8.27%	6.88%	7.76%	8.51%
62-65	7.20%	7.27%	5.22%	6.52%	6.99%
66-69	5.66%	5.91%	4.65%	4.36%	5.78%
70-73	4.66%	4.58%	3.48%	3.03%	5.07%
74-77	3.17%	3.54%	2.69%	2.07%	4.26%
78+	3.03%	3.08%	2.80%	2.25%	3.80%
Avg	50.34	50.00	48.05	47.68	51.57



The following table shows the average age of all areas analyzed.

Average Age All Analyzed Areas					
State		Market		Zip's	
California	49.59	San Francisco	48.80	945	50.34
Texas	48.64	Los Angeles	49.70	940	48.05
Florida	51.01	Sacramento	51.08	950	50.00
New York	48.93	Fresno - Visalia	48.28	926	51.57
Washington	51.65	San Diego	49.41	951	47.68

V. INCOME

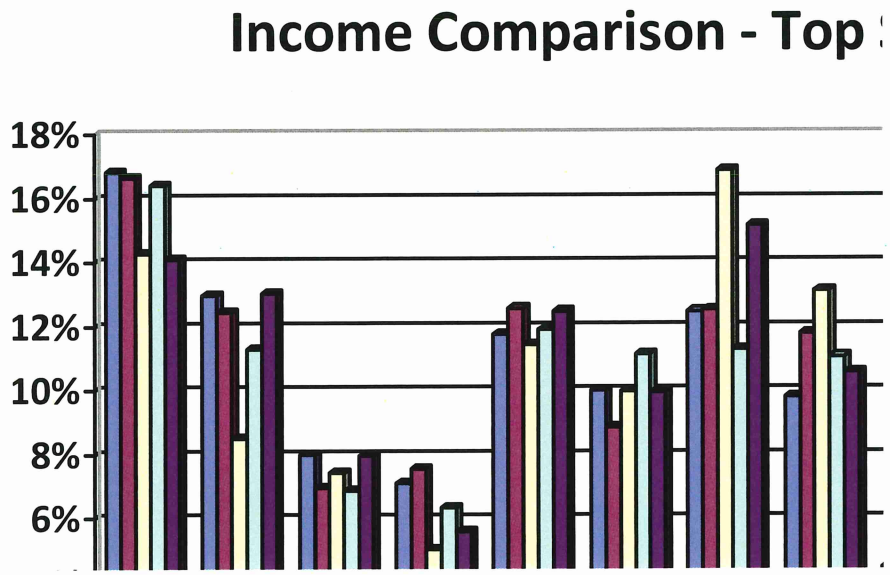
Income has been captured in brackets, thus where average age reflects a true average, and to come up with average income we have utilized set mid points within the income bracket. Thus, average income should be used as a means of comparison only. The overall average income of patrons is over $145,000 with 28% having incomes over $200,000. Since the pandemic income has been up strongly.

Income Distribution								
	Overall	2024	2023	2022	2021	2020	2019	2018
250k+	15.83%	13.68%	15.87%	15.26%	16.09%	16.62%	9.17%	8.62%
200k-250k	12.22%	11.12%	11.87%	11.81%	12.31%	13.34%	6.97%	6.34%
175k-200k	7.81%	4.67%	8.02%	7.62%	8.05%	7.42%	6.28%	6.15%
150k-175k	6.79%	7.34%	6.80%	6.80%	6.75%	6.74%	5.01%	4.65%
125k-150k	12.06%	11.35%	12.07%	12.16%	12.32%	11.81%	11.15%	10.56%
100k-125k	10.12%	11.23%	10.13%	10.51%	9.94%	9.52%	12.84%	12.96%
75k-100k	13.18%	16.24%	13.22%	13.26%	13.30%	12.28%	16.85%	16.83%
50k-75k	10.65%	10.68%	10.66%	10.86%	10.39%	11.07%	14.00%	14.95%

Income Distribution								
	Overall	2024	2023	2022	2021	2020	2019	2018
35k-50k	4.70%	5.45%	4.70%	4.96%	4.60%	4.39%	6.52%	7.21%
25k-35k	2.68%	2.45%	2.64%	2.74%	2.67%	2.61%	4.09%	4.34%
15k-25k	1.91%	2.45%	2.00%	1.93%	1.74%	2.09%	3.84%	4.00%
15k-	2.05%	3.34%	2.02%	2.09%	1.85%	2.13%	3.26%	3.39%
Avg	145,559	135,823	145,356	143,669	146,829	147,751	118,919	115,487

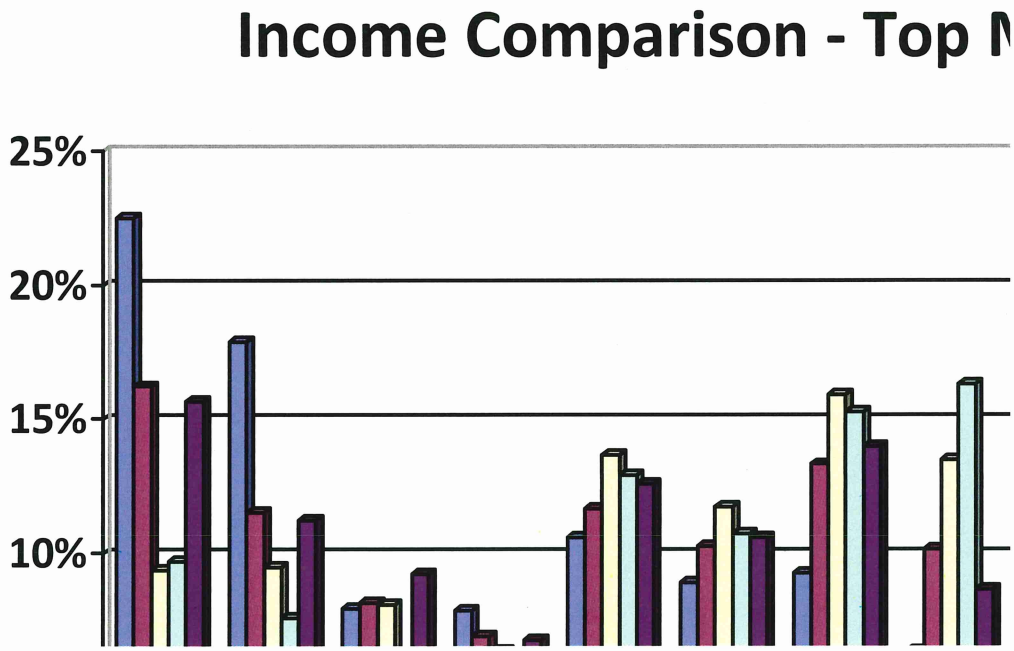
Florida patrons have the lowest incomes while California patrons have the highest incomes.

Income Comparison – Top States					
	CA	TX	FL	NY	WA
250k+	16.81%	16.63%	14.26%	16.40%	14.09%
200k-250k	12.97%	12.44%	8.51%	11.29%	13.02%
175k-200k	7.99%	6.96%	7.43%	6.86%	7.96%
150k-175k	7.11%	7.55%	5.04%	6.33%	5.59%
125k-150k	11.76%	12.57%	11.44%	11.90%	12.48%
100k-125k	10.01%	8.84%	9.98%	11.14%	9.95%
75k-100k	12.48%	12.53%	16.87%	11.29%	15.16%
50k-75k	9.81%	11.79%	13.12%	11.06%	10.57%
35k-50k	4.46%	5.53%	6.07%	4.73%	4.44%
25k-35k	2.72%	2.21%	2.33%	2.14%	2.76%
15k-25k	1.93%	1.75%	2.17%	3.36%	1.38%
15k-	1.96%	1.20%	2.77%	3.51%	2.60%
Avg	148,965	147,310	133,839	142,368	142,952



The average income of San Francisco patrons is over $44,000 higher than the average income of Fresno patrons.

Income Comparison – Top ADI's					
	SF	LA	Sacto	Fresno	SD
250k+	22.49%	16.22%	9.37%	9.70%	15.66%
200k-250k	17.87%	11.53%	9.48%	7.58%	11.23%
175k-200k	7.95%	8.16%	8.08%	6.29%	9.24%
150k-175k	7.88%	6.90%	6.36%	6.15%	6.76%
125k-150k	10.58%	11.65%	13.65%	12.92%	12.60%
100k-125k	8.90%	10.27%	11.72%	10.74%	10.58%
75k-100k	9.26%	13.32%	15.91%	15.27%	13.98%
50k-75k	6.39%	10.16%	13.48%	16.31%	8.66%
35k-50k	3.14%	4.75%	5.09%	6.24%	5.11%
25k-35k	2.23%	2.74%	3.09%	3.39%	2.63%
15k-25k	1.55%	2.23%	1.76%	2.83%	1.71%
15k-	1.76%	2.07%	2.02%	2.58%	1.84%
Avg	167,881	145,418	130,142	123,059	146,314

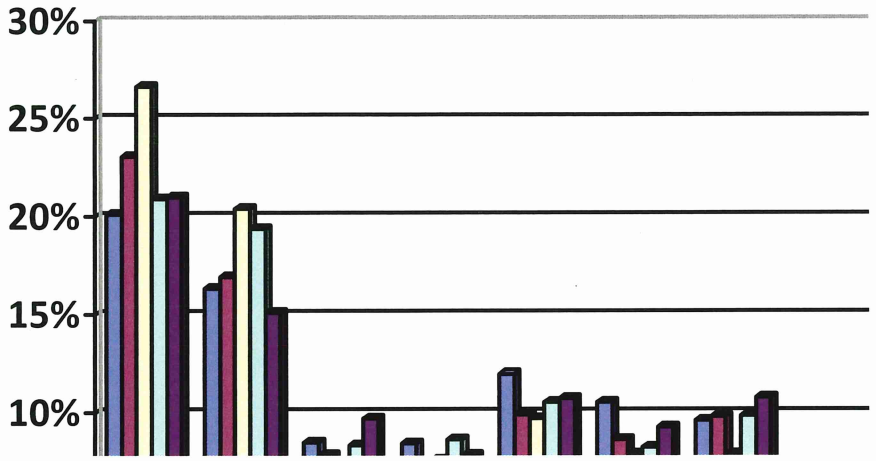


Within the San Francisco Bay Area patrons from the 940-zip area have the highest incomes.

Income Comparison – Top Zip's					
	945	950	940	951	926
250k+	20.12%	23.05%	26.62%	20.90%	21.01%
200k-250k	16.32%	16.90%	20.38%	19.36%	15.12%
175k-200k	8.46%	7.82%	7.40%	8.34%	9.68%
150k-175k	8.42%	7.41%	7.60%	8.63%	7.81%
125k-150k	11.98%	9.91%	9.68%	10.53%	10.74%
100k-125k	10.54%	8.62%	7.89%	8.22%	9.27%

Income Comparison – Top Zip's					
	945	950	940	951	926
75k-100k	9.60%	9.81%	7.89%	9.84%	10.78%
50k-75k	7.05%	6.57%	5.55%	5.75%	7.49%
35k-50k	3.01%	3.85%	2.34%	2.84%	3.06%
25k-35k	2.06%	2.63%	1.95%	2.27%	2.28%
15k-25k	1.12%	1.73%	1.45%	1.50%	1.37%
15k-	1.33%	1.70%	1.25%	1.82%	1.37%
Avg	164,019	166,004	178,549	168,045	163,390

Income Comparison - To



The following table summarizes the average income of all areas explored.

Average Income All Analyzed Areas					
State		Market		Zip's	
California	148,965	San Francisco	167,881	945	164,019
Texas	147,310	Los Angeles	145,418	940	178,549
Florida	133,839	Sacramento	130,142	950	166,004
New York	142,368	Fresno - Visalia	123,059	926	163,390
Washington	142,952	San Diego	146,314	951	168,045

The higher the patron's income the more they spend per night.

Income Brackets - Averages					
	% Visits	% Nts	% Rev	Avg Stay	Avg Rev Per Nt
250k+	15.76%	14.16%	17.16%	2.72	$328.20
200k-250k	12.07%	9.11%	11.86%	2.28	$352.43
175k-200k	7.73%	6.06%	7.06%	2.37	$315.34

Income Brackets - Averages					
	% Visits	% Nts	% Rev	Avg Stay	Avg Rev Per Nt
150k-175k	6.77%	5.60%	6.17%	2.50	$298.37
125k-150k	12.09%	12.55%	12.02%	3.14	$259.07
100k-125k	10.39%	21.61%	16.58%	6.29	$207.69
75k-100k	13.17%	12.30%	11.69%	2.83	$257.14
50k-75k	10.70%	9.05%	8.48%	2.56	$253.58
35k-50k	4.71%	4.18%	3.83%	2.68	$248.23
25k-35k	2.68%	2.26%	2.12%	2.55	$254.53
15k-25k	1.92%	1.70%	1.55%	2.67	$247.25
15k-	2.01%	1.42%	1.48%	2.14	$281.84

VI. PRESENCE OF CHILDREN

The matching process for your guest history also included the determination of the incidence of your guests having children age 18 or younger still in the household. This does not necessarily mean that the children stayed at one of the properties; it only means that the patrons have children of specified ages. The analysis showed that 37.43% of patrons have children in the household. The following tables show the breakdown by number of children per family as well as the ages of the children.

Number of Children in Family	
1 Child	64.18%
2 Children	22.01%
3 Children	9.06%
4 Children	3.29%
5 Children	1.16%
6 Children	0.28%
7 Children	0.02%
Avg #	1.56

Ages of Children	
0 – 3 Years	15.20%
4 - 6 Years	23.27%
7 - 9 Years	36.82%
10 - 12 Years	34.06%
13 - 15 Years	37.70%
16 – 18 Yrs	31.98%

Over 52% of Fresno patrons have children in the household compared to 23.83% of Seattle patrons.

Top Markets % with Children	
San Francisco Bay Area	30.40%
Los Angeles	37.40%
Sacramento - Stockton	38.44%
Fresno - Visalia	52.77%
San Diego	37.52%
Monterey - Salinas	36.62%
Santa Barbara	35.61%
New York	31.67%
Seattle - Tacoma	27.83%
Palm Springs	51.80%
Chicago	35.52%
Washington DC	40.51%

Patrons with children are significantly younger than the average.

Age Distribution					
Age	**All**	**W/Kids**	**Age**	**All**	**W/Kids**
18-21	1.41%	1.20%	50-53	8.30%	10.93%
22-25	2.80%	2.61%	54-57	7.51%	7.22%
26-29	4.25%	3.37%	58-61	7.25%	4.59%
30-33	6.15%	4.99%	62-65	7.33%	4.49%
34-37	8.21%	9.33%	66-69	6.40%	3.96%
38-41	8.61%	11.67%	70-73	5.08%	3.14%
42-45	10.27%	15.07%	74-77	3.33%	1.78%
46-49	10.10%	14.26%	78+	2.99%	1.40%
Avg	49.95	47.22			

Patrons with children have higher incomes.

Income Distribution			
	All	**W/Kids**	**% Kids**
250k+	15.83%	16.43%	36.32%
200k-250k	12.22%	13.67%	39.71%
175k-200k	7.81%	9.00%	41.33%
150k-175k	6.79%	7.30%	39.94%
125k-150k	12.06%	13.50%	41.88%
100k-125k	10.12%	9.16%	35.48%
75k-100k	13.18%	12.37%	36.41%
50k-75k	10.65%	9.17%	34.04%
35k-50k	4.70%	4.36%	32.58%
25k-35k	2.68%	2.56%	31.75%
15k-25k	1.91%	1.76%	35.74%

Income Distribution			
	All	W/Kids	% Kids
15k-	2.05%	1.76%	34.07%
Average	145,559	152,142	

June and July are the months with the highest proportion of patrons with children and May is the month with the lowest incidence of children in the household.

Children by Month			
January	35.40%	July	37.48%
February	32.72%	August	32.80%
March	34.22%	September	29.63%
April	33.16%	October	28.50%
May	27.67%	November	32.34%
June	35.44%	December	35.07%

VII. MIDWEEK - WEEKEND

As part of the download of the guest history information we were able to capture both the date the guest checked in, as well as the checkout date. From this information we were able to determine those guests who had stayed at the property over a weekend as opposed to midweek. For the purpose of this report a weekend visit is defined as one that includes a Friday or Saturday evening. California has the highest proportion of weekend patrons.

Regional Distribution		
	Mwk	Wknd
New England	64.05%	36.26%
Midwest	66.33%	34.79%
South	66.40%	34.31%
Far West	51.79%	50.99%
Rocky Mtn	61.92%	39.32%
Mid Atlantic	66.14%	34.36%
Southwest	62.81%	38.26%
California	51.15%	51.68%
Texas	61.86%	39.06%
Florida	65.80%	35.23%
New York	65.53%	34.78%
Washington	65.67%	35.47%

Distribution by Season						
	Jan	Feb	Mar	Apr	May	Jun
New England	0.3%	0.6%	0.8%	1.6%	2.2%	2.0%
Midwest	1.9%	2.4%	5.8%	5.2%	9.2%	9.2%
South	2.0%	3.0%	5.1%	6.5%	10.3%	10.6%
Far West	91.2%	88.1%	79.5%	76.8%	62.8%	62.9%
Rocky Mtn	1.3%	1.8%	2.5%	2.7%	3.6%	3.3%
Mid Atlantic	1.8%	1.8%	2.7%	4.1%	6.1%	6.3%
Southwest	1.5%	2.2%	3.7%	3.0%	5.9%	5.7%
California	89.8%	86.3%	75.8%	73.5%	59.4%	59.4%
Texas	0.9%	1.1%	2.2%	1.9%	3.6%	3.6%
Florida	0.6%	1.1%	1.9%	1.7%	3.5%	3.3%
New York	0.7%	0.8%	0.8%	1.4%	2.0%	2.0%
Washington	0.7%	1.1%	1.7%	2.0%	2.1%	1.9%

Distribution by Season						
	Jul	Aug	Sep	Oct	Nov	Dec
New England	2.0%	3.0%	2.3%	1.8%	0.9%	0.6%
Midwest	9.1%	8.8%	10.0%	6.9%	3.3%	2.2%
South	10.1%	7.5%	10.6%	8.1%	4.5%	4.5%
Far West	62.5%	64.6%	60.5%	69.6%	83.7%	86.6%
Rocky Mtn	3.5%	2.8%	3.8%	3.8%	1.9%	1.4%
Mid Atlantic	6.4%	8.9%	7.1%	4.7%	2.4%	1.8%
Southwest	6.5%	4.5%	5.7%	5.1%	3.3%	2.9%
California	59.5%	61.1%	56.5%	65.7%	81.3%	84.6%
Texas	4.2%	3.0%	3.3%	3.0%	2.4%	2.0%
Florida	2.9%	2.1%	3.5%	2.5%	1.7%	2.0%
New York	2.4%	3.4%	2.5%	1.5%	0.8%	0.7%
Washington	1.6%	2.0%	2.0%	2.2%	1.2%	0.9%

June and July account for the largest proportion of patrons from all the top states except for California.

Regional Distribution within Months						
	Jan	Feb	Mar	Apr	May	Jun
New England	1%	3%	3%	8%	13%	15%
Midwest	1%	3%	6%	6%	13%	16%
South	1%	3%	4%	7%	13%	17%
Far West	6%	9%	8%	9%	9%	11%
Rocky Mtn	2%	4%	6%	8%	12%	14%
Mid Atlantic	2%	3%	4%	7%	12%	15%
Southwest	2%	3%	5%	5%	13%	15%

Regional Distribution within Months						
	Jan	Feb	Mar	Apr	May	Jun
California	6%	9%	7%	9%	9%	11%
Texas	2%	3%	5%	5%	12%	15%
Florida	1%	3%	5%	6%	14%	16%
New York	2%	3%	3%	6%	11%	14%
Washington	2%	4%	7%	9%	12%	14%

Regional Distribution within Months						
	Jul	Aug	Sep	Oct	Nov	Dec
New England	13%	15%	12%	11%	5%	3%
Midwest	15%	11%	12%	10%	5%	3%
South	14%	8%	12%	11%	6%	5%
Far West	10%	8%	7%	10%	11%	10%
Rocky Mtn	13%	8%	11%	14%	6%	4%
Mid Atlantic	14%	16%	12%	10%	5%	3%
Southwest	15%	9%	10%	12%	7%	5%
California	10%	8%	7%	10%	12%	10%
Texas	16%	9%	10%	11%	8%	6%
Florida	13%	7%	12%	10%	7%	6%
New York	15%	17%	12%	9%	5%	3%
Washington	10%	10%	10%	13%	6%	4%

San Francisco is the top market throughout the year, however, there is major seasonal variation in their patronage. Fresno patronage is very strong in December and January.

Seasonal Distribution Top Markets						
	Jan	Feb	Mar	Apr	May	Jun
San Francisco Bay Area	24.7%	31.5%	21.8%	25.3%	20.4%	19.5%
Los Angeles	15.0%	14.0%	16.4%	17.1%	13.8%	16.3%
Sacramento - Stockton	7.1%	9.3%	9.1%	7.4%	6.3%	5.8%
Fresno - Visalia	17.4%	11.2%	7.1%	3.9%	2.7%	2.3%
San Diego	2.9%	3.3%	4.5%	3.5%	3.0%	4.0%
Germany	1.3%	0.7%	1.6%	2.0%	2.8%	2.0%
Monterey - Salinas	5.4%	4.9%	3.5%	2.2%	1.9%	1.9%
Santa Barbara	6.9%	4.8%	3.1%	2.0%	1.4%	1.3%
New York	0.7%	0.9%	1.0%	1.9%	2.0%	2.4%
France	0.6%	0.4%	0.7%	1.3%	1.6%	0.9%
United Kingdom	0.4%	0.5%	0.7%	1.5%	1.5%	1.1%
Seattle - Tacoma	0.5%	0.9%	1.3%	1.4%	1.4%	1.4%
Palm Springs	1.0%	0.9%	2.0%	1.3%	0.9%	1.4%
Chicago	0.3%	0.4%	1.1%	0.8%	1.3%	1.3%
Washington DC	0.2%	0.2%	0.7%	1.0%	1.1%	1.3%

Seasonal Distribution Top Markets						
	Jul	Aug	Sep	Oct	Nov	Dec
San Francisco Bay Area	16.9%	15.1%	16.6%	20.1%	25.6%	24.7%
Los Angeles	14.7%	15.8%	11.9%	13.9%	19.1%	17.8%
Sacramento - Stockton	4.7%	4.1%	5.1%	7.5%	7.9%	6.6%
Fresno - Visalia	2.0%	2.1%	2.7%	3.9%	8.1%	14.2%
San Diego	3.7%	3.7%	2.9%	3.9%	4.9%	3.9%
Germany	4.6%	4.0%	5.1%	3.2%	1.3%	0.7%
Monterey - Salinas	1.5%	1.2%	1.7%	2.1%	2.8%	3.9%
Santa Barbara	1.2%	1.0%	1.1%	1.8%	2.7%	4.3%
New York	2.4%	3.8%	2.3%	1.7%	1.1%	1.0%
France	2.4%	4.3%	1.5%	1.7%	1.0%	0.4%
United Kingdom	1.9%	2.8%	2.2%	1.3%	0.6%	0.5%
Seattle - Tacoma	1.1%	1.3%	1.4%	1.5%	0.8%	0.6%
Palm Springs	1.2%	1.0%	1.0%	1.0%	1.6%	1.1%
Chicago	1.4%	1.1%	1.1%	0.9%	0.6%	0.5%
Washington DC	1.1%	1.4%	1.0%	0.9%	0.7%	0.5%

One in five patrons from the Germany come in July.

Distribution Top Markets within Months						
	Jan	Feb	Mar	Apr	May	Jun
San Francisco Bay Area	5%	10%	7%	10%	9%	11%
Los Angeles	4%	6%	7%	9%	9%	12%
Sacramento - Stockton	5%	10%	9%	9%	10%	11%
Fresno - Visalia	16%	14%	9%	6%	5%	5%
San Diego	3%	6%	8%	7%	8%	12%
Germany	2%	2%	4%	6%	10%	8%
Monterey - Salinas	10%	13%	9%	7%	8%	9%
Santa Barbara	15%	14%	9%	7%	6%	7%
New York	2%	3%	3%	7%	10%	14%
France	2%	2%	3%	6%	9%	6%
United Kingdom	1%	2%	3%	8%	10%	9%
Seattle - Tacoma	2%	5%	7%	9%	11%	13%
Palm Springs	4%	5%	11%	9%	7%	13%
Chicago	1%	2%	7%	6%	13%	15%
Washington DC	1%	2%	4%	9%	11%	15%
Total	5%	6%	6%	8%	10%	12%

Distribution Top Markets within Months						
	Jul	Aug	Sep	Oct	Nov	Dec
San Francisco Bay Area	10%	7%	7%	10%	11%	9%
Los Angeles	11%	10%	7%	10%	11%	9%
Sacramento - Stockton	9%	7%	8%	13%	12%	8%
Fresno - Visalia	5%	4%	5%	8%	14%	21%
San Diego	12%	10%	7%	11%	12%	8%
Germany	20%	14%	17%	12%	4%	2%
Monterey - Salinas	8%	5%	7%	9%	10%	12%
Santa Barbara	7%	5%	5%	9%	11%	15%
New York	14%	19%	10%	9%	5%	4%
France	18%	27%	9%	11%	5%	2%
United Kingdom	16%	20%	14%	9%	4%	2%
Seattle - Tacoma	10%	10%	10%	13%	6%	4%
Palm Springs	12%	8%	8%	9%	12%	7%
Chicago	16%	11%	10%	9%	6%	4%
Washington DC	14%	14%	9%	10%	6%	4%
Total	12%	10%	9%	11%	9%	7%

The 945-zip area is the top zip every month.

Seasonal Distribution – Top 3-Digit Zip Codes							
		Jan	Feb	Mar	Apr	May	Jun
945	CA – East Bay	8.6%	8.9%	7.5%	9.1%	6.7%	6.2%
950	CA – San Jose Area	6.3%	7.3%	3.9%	5.1%	3.6%	3.4%
940	CA – SF Peninsula	4.5%	4.9%	3.5%	4.6%	4.3%	3.7%
951	CA – San Jose City	3.6%	5.4%	3.2%	4.1%	3.0%	3.1%
926	CA – Orange County	1.8%	2.2%	2.1%	3.3%	2.9%	3.5%
941	CA – San Francisco City	2.1%	3.2%	2.4%	3.0%	2.6%	2.2%
956	CA – Sacramento Area	2.3%	3.1%	3.8%	2.9%	2.8%	2.6%
913	CA – Van Nuys NW	2.5%	1.8%	1.6%	2.7%	2.0%	2.3%
900	CA – Los Angeles City	2.2%	1.8%	2.1%	2.0%	2.0%	1.8%
936	CA – Fresno Area	6.4%	4.7%	2.6%	1.4%	1.1%	0.7%
921	CA – San Diego City	1.2%	1.8%	2.3%	1.9%	1.7%	2.1%
934	CA – Santa Barbara NW	7.0%	4.5%	2.6%	2.0%	1.2%	1.1%
953	CA – Stockton S	4.0%	3.8%	3.0%	1.9%	1.4%	1.3%
920	CA – San Diego Area	1.4%	1.4%	1.7%	1.7%	1.4%	1.9%
937	CA – Fresno City	6.3%	3.6%	2.3%	1.4%	1.0%	0.8%

Seasonal Distribution – Top 3-Digit Zip Codes							
		Jul	Aug	Sep	Oct	Nov	Dec
945	CA – East Bay	6.3%	6.1%	5.9%	7.0%	8.0%	7.8%
950	CA – San Jose Area	3.5%	2.9%	3.5%	3.5%	4.7%	5.6%
940	CA – SF Peninsula	3.6%	3.5%	3.6%	4.0%	4.7%	4.6%
951	CA – San Jose City	3.2%	2.6%	2.8%	3.2%	3.5%	3.1%
926	CA – Orange County	3.0%	3.9%	2.6%	2.5%	3.3%	2.6%
941	CA – San Francisco City	2.5%	2.5%	2.6%	3.1%	2.9%	2.5%
956	CA – Sacramento Area	2.2%	2.0%	2.3%	3.1%	3.0%	2.6%
913	CA – Van Nuys NW	2.3%	2.2%	2.0%	2.3%	2.6%	2.9%
900	CA – Los Angeles City	2.3%	2.8%	2.1%	1.9%	2.6%	2.5%
936	CA – Fresno Area	0.9%	1.1%	1.4%	1.7%	3.3%	6.2%
921	CA – San Diego City	2.0%	2.6%	1.5%	2.1%	2.6%	2.1%
934	CA – Santa Barbara NW	1.2%	0.9%	1.0%	1.7%	2.3%	4.0%
953	CA – Stockton S	1.2%	1.2%	1.6%	2.0%	2.4%	3.5%
920	CA – San Diego Area	2.3%	2.1%	1.7%	2.1%	2.3%	1.8%
937	CA – Fresno City	0.8%	0.9%	0.9%	1.4%	2.9%	5.0%

Seasonal Distribution – Within Top 3-Digit Zip Codes							
		Jan	Feb	Mar	Apr	May	Jun
945	CA – East Bay	6%	9%	7%	10%	9%	11%
950	CA – San Jose Area	7%	12%	6%	10%	8%	10%
940	CA – SF Peninsula	5%	9%	6%	9%	11%	11%
951	CA – San Jose City	5%	12%	7%	10%	9%	11%
926	CA – Orange County	3%	5%	5%	9%	10%	15%
941	CA – San Francisco City	4%	9%	6%	9%	10%	10%
956	CA – Sacramento Area	4%	8%	10%	9%	11%	12%
913	CA – Van Nuys NW	6%	6%	5%	10%	9%	13%
900	CA – Los Angeles City	5%	6%	7%	8%	9%	10%
936	CA – Fresno Area	14%	16%	8%	5%	5%	4%
921	CA – San Diego City	3%	6%	8%	7%	8%	13%
934	CA – Santa Barbara NW	17%	16%	8%	8%	6%	6%
953	CA – Stockton S	10%	14%	10%	8%	7%	8%
920	CA – San Diego Area	4%	5%	6%	8%	8%	12%
937	CA – Fresno City	17%	14%	8%	6%	5%	5%

Seasonal Distribution – Within Top 3-Digit Zip Codes							
		Jul	Aug	Sep	Oct	Nov	Dec
945	CA – East Bay	10%	7%	7%	10%	11%	9%
950	CA – San Jose Area	9%	6%	7%	9%	11%	11%
940	CA – SF Peninsula	10%	7%	8%	10%	11%	9%
951	CA – San Jose City	11%	7%	7%	10%	10%	7%

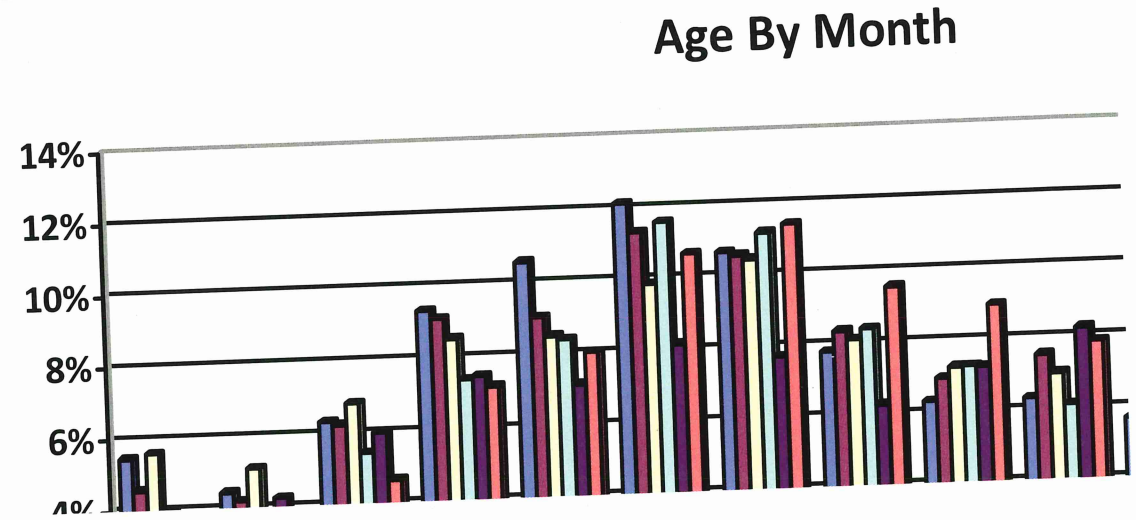
Seasonal Distribution – Within Top 3-Digit Zip Codes							
		Jul	Aug	Sep	Oct	Nov	Dec
926	CA – Orange County	11%	12%	8%	9%	11%	7%
941	CA – San Francisco City	10%	8%	8%	12%	11%	7%
956	CA – Sacramento Area	9%	7%	7%	13%	11%	8%
913	CA – Van Nuys NW	11%	9%	7%	11%	11%	10%
900	CA – Los Angeles City	11%	11%	8%	9%	11%	9%
936	CA – Fresno Area	4%	4%	6%	8%	15%	23%
921	CA – San Diego City	10%	11%	6%	11%	12%	8%
934	CA – Santa Barbara NW	6%	4%	4%	9%	11%	16%
953	CA – Stockton S	7%	6%	7%	11%	12%	14%
920	CA – San Diego Area	13%	10%	8%	12%	12%	7%
937	CA – Fresno City	5%	4%	4%	8%	15%	22%

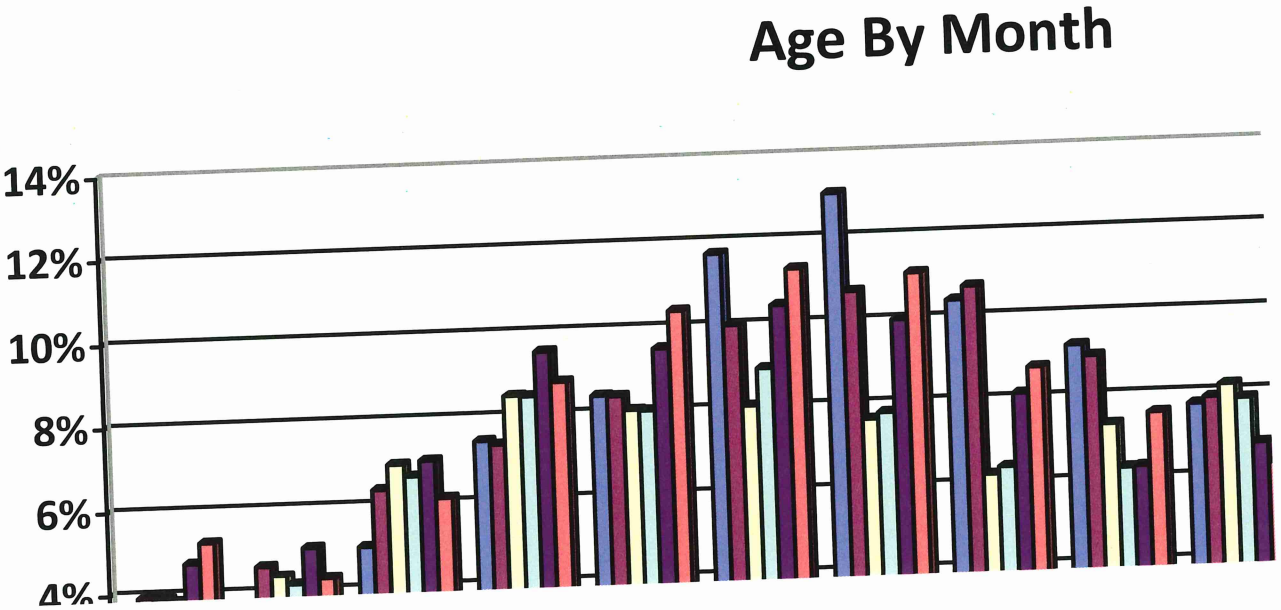
The average age of January patrons is just over 48 compared to 52.4 in May.

Age Distribution By Season						
Age	Jan	Feb	Mar	Apr	May	Jun
18-21	1.80%	1.61%	1.90%	1.49%	1.34%	1.18%
22-25	3.66%	2.94%	3.68%	2.53%	2.32%	2.15%
26-29	4.43%	4.19%	5.09%	3.83%	4.25%	3.28%
30-33	6.32%	6.21%	6.81%	5.41%	5.97%	4.64%
34-37	9.31%	9.09%	8.52%	7.36%	7.45%	7.15%
38-41	10.59%	9.03%	8.49%	8.39%	7.12%	8.00%
42-45	12.12%	11.30%	9.84%	11.56%	8.13%	10.65%
46-49	10.65%	10.55%	10.44%	11.17%	7.69%	11.38%
50-53	7.78%	8.34%	8.09%	8.39%	6.24%	9.54%
54-57	6.29%	6.92%	7.24%	7.25%	7.22%	8.94%
58-61	6.29%	7.50%	6.97%	6.09%	8.22%	7.83%
62-65	5.65%	7.11%	6.70%	6.61%	9.77%	7.42%
66-69	5.59%	5.73%	6.03%	6.65%	8.96%	6.12%
70-73	4.40%	4.54%	4.73%	6.00%	6.63%	5.02%
74-77	2.66%	2.81%	2.69%	3.94%	4.73%	3.54%
78+	2.47%	2.13%	2.78%	3.32%	3.95%	3.16%
Avg	48.04	48.95	48.78	50.55	52.42	51.03

Age Distribution By Season						
Age	Jul	Aug	Sep	Oct	Nov	Dec
18-21	0.82%	1.11%	1.23%	1.40%	1.68%	1.73%
22-25	2.50%	2.83%	2.68%	2.42%	3.03%	3.47%
26-29	3.65%	4.59%	4.36%	4.15%	5.01%	4.28%
30-33	4.99%	6.33%	6.93%	6.63%	6.99%	6.10%
34-37	7.42%	7.33%	8.47%	8.44%	9.50%	8.76%

Age Distribution By Season						
Age	Jul	Aug	Sep	Oct	Nov	Dec
38-41	8.41%	8.37%	8.02%	8.00%	9.49%	10.36%
42-45	11.70%	9.96%	8.03%	8.92%	10.41%	11.27%
46-49	13.05%	10.69%	7.61%	7.77%	9.97%	11.08%
50-53	10.38%	10.72%	6.18%	6.36%	8.10%	8.72%
54-57	9.21%	8.93%	7.30%	6.24%	6.26%	7.55%
58-61	7.71%	7.86%	8.16%	7.80%	6.74%	6.24%
62-65	6.45%	6.89%	9.22%	8.41%	6.52%	6.59%
66-69	4.94%	5.46%	8.72%	8.24%	5.55%	4.80%
70-73	3.91%	3.88%	6.07%	6.75%	4.74%	3.52%
74-77	2.35%	2.59%	3.96%	4.83%	3.01%	2.86%
78+	2.51%	2.45%	3.06%	3.64%	3.01%	2.66%
Avg	49.67	49.43	51.18	51.56	48.68	48.30



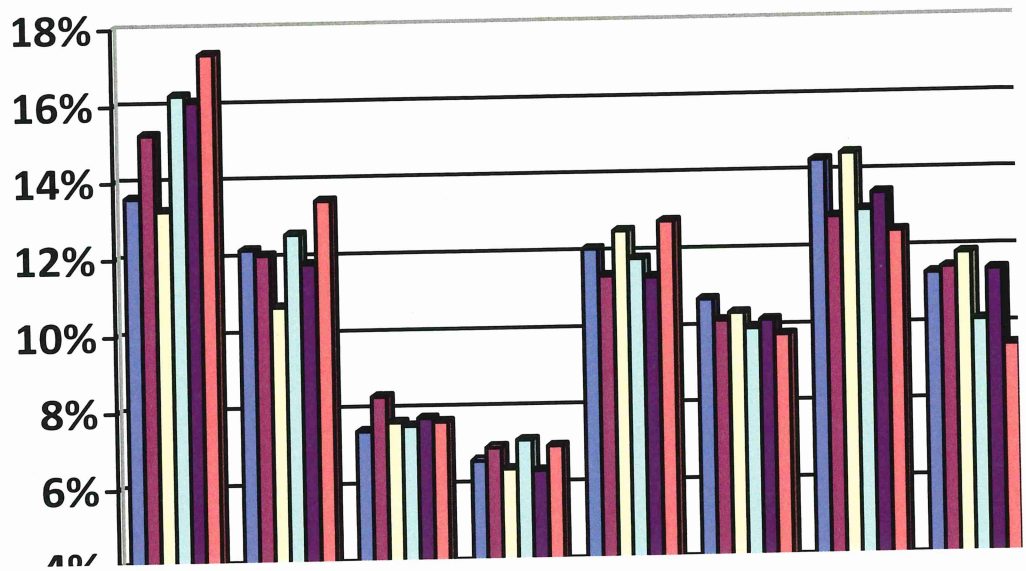


Patrons during March have the lowest average income while July patrons have the highest incomes.

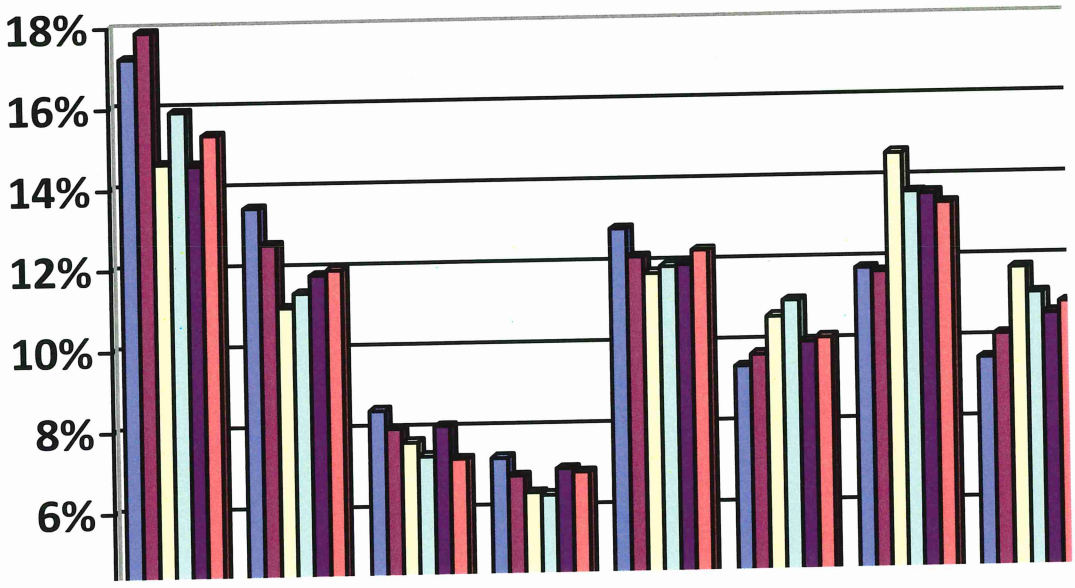
Income Distribution By Season						
Income	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**
250k+	13.60%	15.25%	13.26%	16.27%	16.08%	17.33%
200k-250k	12.21%	12.07%	10.71%	12.60%	11.83%	13.47%
175k-200k	7.46%	8.34%	7.66%	7.58%	7.76%	7.67%
150k-175k	6.64%	6.98%	6.41%	7.17%	6.36%	6.99%
125k-150k	12.10%	11.40%	12.56%	11.83%	11.34%	12.80%
100k-125k	10.75%	10.18%	10.39%	9.96%	10.19%	9.79%
75k-100k	14.32%	12.84%	14.49%	13.02%	13.45%	12.45%
50k-75k	11.35%	11.49%	11.85%	10.12%	11.41%	9.45%
35k-50k	4.69%	4.71%	5.53%	4.36%	4.98%	4.12%
25k-35k	2.72%	2.72%	2.71%	2.72%	3.09%	2.29%
15k-25k	1.70%	1.93%	2.43%	2.20%	1.58%	1.81%
15k-	2.47%	2.08%	1.99%	2.17%	1.92%	1.81%
Average	140,835	144,366	137,685	146,766	144,536	151,350

Income Distribution By Season						
Income	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**
250k+	17.23%	17.87%	14.61%	15.90%	14.58%	15.32%
200k-250k	13.50%	12.59%	11.03%	11.37%	11.82%	11.95%
175k-200k	8.45%	8.00%	7.66%	7.31%	8.04%	7.23%
150k-175k	7.24%	6.79%	6.37%	6.31%	6.95%	6.86%
125k-150k	12.84%	12.14%	11.74%	11.90%	11.95%	12.29%
100k-125k	9.39%	9.69%	10.62%	11.00%	9.99%	10.08%
75k-100k	11.78%	11.68%	14.60%	13.64%	13.60%	13.35%
50k-75k	9.51%	10.10%	11.72%	11.09%	10.60%	10.87%
35k-50k	4.27%	4.81%	4.96%	4.79%	4.59%	5.29%
25k-35k	2.32%	2.73%	2.61%	2.83%	2.99%	2.68%
15k-25k	1.64%	1.84%	1.86%	1.91%	2.34%	2.06%
15k-	1.84%	1.77%	2.23%	1.95%	2.56%	2.02%
Average	152,082	150,218	140,756	143,636	142,211	143,437

Income by Month



Income by Month



IX. BOOKING LEAD TIME

Contained within each record downloaded was the date the reservation was made thus allowing us to determine the booking lead-time in days. For analysis purposes we grouped the information into the following categories: one to seven days, eight to fourteen days, fifteen to twenty-one days, twenty-two to thirty days, thirty-one to sixty days, sixty-one to ninety, ninety-one to one hundred and twenty, and over one hundred and twenty days.

Booking Lead Time - Distribution by Market – January 2023									
Nts→	Avg	1-7	8-14	15-21	22-30	31-60	61-90	91-120	121+
Fresno - Visalia	24.44	34%	14%	15%	8%	18%	8%	1%	1%
San Francisco	28.87	30%	15%	10%	10%	24%	9%	0%	3%
Los Angeles	39.60	21%	18%	11%	11%	21%	7%	2%	9%
Santa Barbara	45.00	16%	14%	11%	15%	25%	7%	2%	10%
Sacramento - Stockton	29.74	40%	6%	10%	14%	16%	8%	2%	4%
Monterey - Salinas	22.37	37%	11%	9%	22%	17%	2%	0%	2%
San Diego	52.29	16%	10%	3%	19%	26%	6%	6%	13%
Bakersfield	48.84	26%	16%	5%	0%	5%	37%	0%	11%
Australia	105.43	7%	14%	7%	0%	21%	14%	7%	29%
Germany	36.57	36%	14%	7%	14%	0%	14%	0%	14%
Total	35.38	28%	14%	11%	11%	20%	9%	2%	6%

Booking Lead Time - Distribution by Market – February 2023									
Nts→	Avg	1-7	8-14	15-21	22-30	31-60	61-90	91-120	121+
San Francisco	43.44	18%	9%	10%	14%	24%	17%	4%	5%
Los Angeles	42.57	17%	9%	11%	19%	24%	10%	3%	7%
Fresno - Visalia	35.43	16%	13%	13%	10%	28%	17%	4%	0%
Sacramento - Stockton	35.06	21%	10%	17%	14%	17%	16%	1%	4%
Santa Barbara	45.71	3%	10%	16%	23%	18%	23%	3%	5%
Monterey - Salinas	38.12	10%	10%	19%	12%	29%	17%	5%	0%
San Diego	52.32	16%	19%	3%	13%	19%	19%	0%	10%
Germany	46.00	50%	0%	0%	17%	17%	0%	0%	17%
United Kingdom	54.71	0%	0%	14%	14%	29%	29%	14%	0%
Australia	89.00	14%	14%	14%	0%	0%	0%	29%	29%
Total	41.09	17%	11%	12%	15%	23%	15%	3%	5%

Booking Lead Time - Distribution by Market – March 2023									
Nts→	Avg	1-7	8-14	15-21	22-30	31-60	61-90	91-120	121+
San Francisco	56.93	16%	7%	5%	6%	24%	17%	17%	8%
Fresno - Visalia	43.69	27%	8%	6%	10%	21%	10%	13%	4%
Los Angeles	82.49	7%	5%	5%	1%	23%	20%	15%	23%

Booking Lead Time - Distribution by Market – March 2023									
Nts→	Avg	1-7	8-14	15-21	22-30	31-60	61-90	91-120	121+
Sacramento - Stockton	55.68	22%	8%	5%	3%	14%	16%	24%	8%
San Diego	74.81	13%	3%	10%	10%	26%	10%	10%	19%
Santa Barbara	68.82	18%	11%	0%	7%	14%	18%	21%	11%
Germany	35.20	20%	10%	20%	0%	20%	30%	0%	0%
Monterey - Salinas	35.67	25%	8%	0%	8%	33%	25%	0%	0%
Palm Springs	65.27	0%	0%	18%	9%	18%	9%	36%	9%
Chicago	90.63	0%	0%	0%	0%	25%	25%	25%	25%
Total	62.45	15%	7%	5%	6%	23%	16%	16%	12%

Booking Lead Time - Distribution by Market – April 2023									
Nts→	Avg	1-7	8-14	15-21	22-30	31-60	61-90	91-120	121+
San Francisco	53.96	23%	12%	9%	7%	17%	14%	7%	11%
Los Angeles	66.70	15%	7%	6%	7%	24%	16%	9%	17%
Sacramento - Stockton	46.38	22%	9%	6%	9%	23%	17%	6%	6%
Germany	54.14	22%	14%	6%	8%	16%	14%	4%	18%
Fresno - Visalia	45.34	30%	11%	9%	2%	16%	14%	13%	5%
France	72.44	10%	10%	10%	10%	18%	5%	15%	21%
United Kingdom	77.93	12%	5%	7%	2%	19%	21%	14%	21%
San Diego	80.41	15%	5%	3%	13%	10%	23%	8%	23%
New York	64.75	16%	6%	6%	0%	25%	13%	22%	13%
Monterey - Salinas	58.83	24%	17%	7%	3%	17%	10%	3%	17%
Total	62.24	18%	9%	7%	7%	19%	15%	9%	15%

Booking Lead Time - Distribution by Market – May 2023									
Nts→	Avg	1-7	8-14	15-21	22-30	31-60	61-90	91-120	121+
San Francisco	47.50	23%	13%	10%	11%	17%	7%	6%	11%
Los Angeles	68.92	15%	10%	9%	12%	15%	11%	7%	22%
Sacramento - Stockton	55.05	23%	14%	9%	11%	12%	10%	9%	12%
Germany	80.19	21%	7%	2%	2%	16%	16%	11%	25%
United Kingdom	90.29	1%	4%	6%	10%	26%	19%	11%	23%
Fresno - Visalia	45.58	30%	13%	15%	4%	13%	4%	9%	10%
San Diego	74.44	12%	9%	9%	11%	20%	15%	3%	21%
France	79.66	8%	8%	10%	7%	10%	21%	15%	21%
Monterey - Salinas	46.26	19%	15%	13%	6%	15%	11%	11%	9%
New York	79.14	10%	16%	4%	0%	22%	10%	10%	28%
Total	66.11	15%	11%	9%	9%	17%	11%	10%	19%

Booking Lead Time - Distribution by Market – June 2023									
Nts→	Avg	1-7	8-14	15-21	22-30	31-60	61-90	91-120	121+
San Francisco	45.22	20%	13%	12%	12%	22%	8%	4%	10%
Los Angeles	64.34	14%	14%	12%	8%	20%	9%	6%	18%
Sacramento - Stockton	51.61	21%	15%	10%	8%	21%	5%	4%	15%
San Diego	53.94	9%	9%	10%	12%	33%	9%	8%	8%
Germany	66.75	14%	3%	7%	8%	29%	19%	3%	18%
New York	82.93	14%	8%	7%	8%	18%	10%	7%	29%
Fresno - Visalia	21.48	39%	19%	7%	14%	10%	6%	3%	1%
Monterey - Salinas	42.91	19%	20%	10%	7%	20%	7%	10%	7%
United Kingdom	122.31	8%	5%	2%	7%	13%	11%	11%	43%
Seattle - Tacoma	91.60	8%	4%	6%	8%	31%	6%	4%	31%
Total	67.56	14%	11%	9%	9%	21%	10%	7%	20%

Booking Lead Time - Distribution by Market – July 2023									
Nts→	Avg	1-7	8-14	15-21	22-30	31-60	61-90	91-120	121+
San Francisco	43.87	18%	14%	10%	10%	22%	12%	6%	8%
Los Angeles	44.82	15%	14%	12%	9%	23%	14%	5%	7%
Sacramento - Stockton	57.16	14%	12%	8%	12%	24%	11%	6%	13%
Germany	104.25	11%	2%	2%	4%	17%	15%	7%	40%
France	128.94	2%	2%	2%	5%	9%	15%	15%	50%
New York	72.42	7%	8%	6%	8%	28%	12%	4%	25%
San Diego	58.08	12%	4%	8%	11%	27%	14%	10%	13%
United Kingdom	132.63	2%	6%	2%	4%	13%	15%	8%	49%
Fresno - Visalia	42.70	24%	14%	3%	14%	21%	10%	6%	8%
Netherlands	131.86	4%	2%	9%	5%	5%	14%	5%	56%
Total	69.51	12%	9%	7%	8%	22%	13%	8%	20%

Booking Lead Time - Distribution by Market – August 2023									
Nts→	Avg	1-7	8-14	15-21	22-30	31-60	61-90	91-120	121+
San Francisco	44.48	20%	11%	11%	10%	24%	10%	6%	8%
Los Angeles	47.14	16%	11%	10%	10%	25%	13%	7%	8%
France	106.88	5%	4%	5%	8%	13%	11%	16%	37%
Germany	95.31	10%	7%	4%	9%	17%	12%	4%	37%
United Kingdom	97.66	7%	2%	6%	4%	24%	9%	14%	34%
Italy	78.10	6%	5%	6%	6%	22%	21%	13%	22%
New York	61.22	7%	10%	7%	10%	26%	16%	11%	11%
Sacramento - Stockton	37.58	29%	10%	9%	11%	24%	8%	2%	9%
Spain	82.10	6%	5%	9%	10%	19%	11%	13%	27%
San Diego	47.27	19%	17%	6%	7%	19%	16%	10%	7%
Total	66.34	13%	9%	7%	9%	24%	12%	9%	18%

Booking Lead Time - Distribution by Market – September 2023									
Nts→	Avg	1-7	8-14	15-21	22-30	31-60	61-90	91-120	121+
San Francisco	42.84	22%	13%	9%	12%	20%	11%	5%	7%
Los Angeles	44.17	18%	16%	11%	10%	18%	11%	10%	6%
Germany	69.70	17%	8%	5%	7%	25%	8%	8%	20%
Sacramento - Stockton	42.21	18%	14%	12%	13%	22%	7%	7%	7%
United Kingdom	88.88	3%	8%	5%	6%	32%	12%	10%	23%
San Diego	50.39	17%	15%	10%	12%	20%	10%	6%	11%
New York	61.52	13%	9%	13%	4%	19%	19%	7%	13%
Australia	92.14	7%	5%	5%	5%	25%	17%	12%	24%
France	91.00	5%	7%	9%	7%	18%	13%	9%	32%
Monterey - Salinas	41.00	16%	21%	10%	11%	21%	8%	5%	8%
Total	58.16	15%	10%	9%	10%	24%	12%	8%	13%

Booking Lead Time - Distribution by Market – October 2023									
Nts→	Avg	1-7	8-14	15-21	22-30	31-60	61-90	91-120	121+
San Francisco	41.68	23%	13%	13%	11%	20%	8%	5%	8%
Los Angeles	45.29	19%	14%	11%	10%	22%	10%	6%	9%
Sacramento - Stockton	41.97	19%	14%	12%	13%	24%	6%	5%	6%
Germany	52.60	21%	6%	7%	18%	18%	15%	3%	12%
San Diego	55.52	16%	10%	13%	11%	22%	11%	2%	13%
Fresno - Visalia	29.39	21%	12%	19%	12%	22%	6%	6%	1%
France	84.65	12%	4%	12%	5%	22%	13%	9%	24%
New York	50.41	11%	13%	7%	16%	23%	14%	9%	7%
Monterey - Salinas	38.48	21%	11%	4%	9%	34%	16%	2%	4%
Australia	75.27	15%	9%	5%	5%	24%	18%	4%	20%
Total	50.08	17%	11%	10%	11%	23%	11%	6%	10%

Booking Lead Time - Distribution by Market – November 2023									
Nts→	Avg	1-7	8-14	15-21	22-30	31-60	61-90	91-120	121+
San Francisco	32.33	29%	14%	11%	12%	19%	8%	4%	3%
Los Angeles	43.01	21%	14%	12%	9%	22%	13%	3%	6%
Fresno - Visalia	36.86	27%	11%	9%	8%	22%	16%	5%	2%
Sacramento - Stockton	33.20	28%	14%	11%	7%	24%	6%	5%	4%
San Diego	54.54	18%	18%	9%	3%	27%	9%	1%	15%
Monterey - Salinas	38.19	28%	11%	13%	7%	19%	13%	6%	4%
Santa Barbara	42.44	20%	15%	12%	10%	15%	20%	0%	7%
Germany	53.21	5%	21%	16%	5%	21%	0%	21%	11%
France	30.68	39%	14%	14%	4%	14%	7%	0%	7%
New York	44.77	23%	8%	8%	23%	12%	12%	4%	12%
Total	39.53	23%	13%	11%	10%	22%	11%	4%	5%

Booking Lead Time - Distribution by Market – December 2023									
Nts→	Avg	1-7	8-14	15-21	22-30	31-60	61-90	91-120	121+
San Francisco	33.11	21%	16%	12%	16%	21%	8%	2%	4%
Los Angeles	38.40	28%	14%	8%	13%	19%	8%	7%	4%
Fresno - Visalia	38.34	15%	15%	13%	16%	24%	6%	7%	4%
Sacramento - Stockton	30.74	14%	19%	11%	21%	23%	8%	1%	2%
Santa Barbara	47.06	10%	14%	16%	16%	20%	8%	10%	6%
San Diego	51.98	14%	6%	16%	22%	16%	8%	4%	12%
Monterey - Salinas	34.67	12%	22%	12%	18%	22%	2%	4%	6%
Australia	107.00	16%	8%	4%	4%	16%	0%	16%	36%
Spain	31.62	8%	38%	8%	0%	31%	15%	0%	0%
Bakersfield	25.00	33%	0%	0%	33%	33%	0%	0%	0%
Total	39.61	19%	15%	11%	15%	21%	7%	5%	6%

X. LIFESTYLES & MISCELLANEOUS CHARACTERISTICS

The following tables show a wide range of characteristics of patrons including responsiveness to various media.

Occupational Groups	
Management	19.0%
Technical	8.1%
Professional	21.7%
Sales	6.2%
Office Admin	7.6%
Blue Collar	11.3%
Farmer	0.4%
Other	14.1%
Retired	11.7%

Top Occupations	
Professional / Technical	14.8%
Nurse	14.0%
Real Estate	8.1%
Upper Management	7.7%
Doctor	5.8%
Sales / Marketing	3.8%
Skilled Tradesman / Machinist	3.2%
Middle Management	2.8%
Accountants	2.7%
Clerk / White Collar	2.7%

Miscellaneous Characteristics	
Own Where They Live	83%
Live in a House	81%
Married	85%
Dual Income Household	13%

Level of Education	
High School Graduate	15.0%
Some College	26.6%
Bachelors	30.5%
Graduate Degree	21.5%
Non-HS Graduate	6.4%

Length in Current Residence	
Under 5 Years	26%
5 to 10 Years	26%
10 to 15 Years	15%
Over 15 Years	33%

Year House was Built			
1900's	1.8%	1970's	12.2%
1910's	1.4%	1980's	12.7%
1920's	3.3%	1990's	13.9%
1930's	2.3%	2000's	16.5%
1940's	4.4%	2010's	8.8%
1950's	10.7%	2020's	1.6%
1960's	10.4%		

Home Purchase Date	
1970's	0.1%
1980's	0.9%
1990's	10.4%
2000's	23.8%
2010's	42.2%
2020's	22.7%

Home Value			
$1,000+	0.0%	$140,000+	0.2%
$10,000+	0.0%	$160,000+	0.7%
$25,000+	0.0%	$200,000+	1.3%

Household Size	
4	10.9%
5	8.4%
6	6.3%
7	4.7%
8	5.9%
9	0.0%
Average	3.2

Patrons are more responsive to eMail compared to direct mail.

Media Responsiveness		
	Direct Mail	eMail
Extremely Likely	0.40%	7.91%
Highly Likely	1.60%	7.01%
Very Likely	3.04%	11.11%
Somewhat Likely	7.14%	14.95%
Likely	8.95%	20.21%
Somewhat Unlikely	12.44%	18.23%
Very Unlikely	18.65%	12.18%
Highly Unlikely	23.59%	6.04%
Extremely Unlikely	24.19%	2.35%
Average	6.98	4.80

Media Responsiveness				
	Radio	Newspaper	TV	Online Video
Extremely Likely	6.18%	0.34%	0.51%	2.22%
Highly Likely	8.31%	0.90%	2.09%	4.16%
Very Likely	8.38%	1.77%	3.82%	6.63%
Somewhat Likely	13.68%	4.01%	3.92%	16.31%
Likely	8.99%	6.22%	4.88%	9.57%
Somewhat Unlikely	15.37%	8.93%	7.83%	13.83%
Very Unlikely	11.02%	14.27%	11.14%	16.82%
Highly Unlikely	12.53%	22.48%	19.03%	17.08%
Extremely Unlikely	15.52%	41.07%	46.77%	13.39%
Average	5.57	7.58	7.54	6.01

Media Responsiveness				
	Online Display	Online TV	Digital Newspaper	SMS Text
Extremely Likely	2.68%	39.95%	32.12%	9.76%
Highly Likely	5.22%	21.71%	19.74%	10.85%
Very Likely	9.56%	16.09%	13.75%	9.42%

Media Responsiveness				
	Online Display	Online TV	Digital Newspaper	SMS Text
Somewhat Likely	12.93%	8.07%	10.45%	19.29%
Likely	10.27%	6.04%	7.82%	12.60%
Somewhat Unlikely	11.34%	4.32%	5.57%	20.78%
Very Unlikely	13.89%	2.40%	4.10%	10.30%
Highly Unlikely	17.93%	1.12%	3.54%	5.36%
Extremely Unlikely	16.18%	0.29%	2.91%	1.64%
Average	5.99	2.48	3.10	4.54

Green Awareness	
Behavioral Greens	27%
Think Greens	34%
Potential Greens	20%
True Browns	19%

Behavioral Greens – They think and act green, hold negative attitudes toward products that pollute, incorporate green practices on a regular basis.

Think Greens – They think green but do not necessarily act green.

Potential Greens – They neither think or behave along particularly environmentally conscious lines and remain on the fence about key green issues.

True Browns – They are not environmentally conscious and may in fact have negative attitudes about the green movement.

Mobile User	
Mobirati	4%
Social Connectors	17%
Pragmatic Adopters	14%
Basic Planners	13%
Mobile Professionals	52%
No Mobile Phone	0.9%

Mobirati – They consider cell phone devices a central part of everyday life and represent the mobile generation.

Social Connectors – They consider cell phone communication a central part in their lives and a bridge to their social world.

Pragmatic Adopters – They consider cell phones a part of everyday life, but they are more functional than entertaining.

Basic Planners – Cell phones are just for the basics and are another communication device.

Mobile Professionals – The cell phone helps them keep up with their professional and personal life.

No Mobile Phone – They are not likely to use a cell phone.

Digital Dads and Digital Moms tend to be more tch-savvy and resourceful than their counterparts without children when it comes to online and mobile activities. Digital Dads and Digital Moms identifies a household's likelihood to contain a Dad or Mom that is the primary decision maker, frequently online and a frequent social networker.

	Digital Dad	Digital Mom
Extremely Likely	20.32%	18.05%
Highly Likely	21.15%	19.77%
Very Likely	17.42%	16.94%
Somewhat Likely	12.10%	13.33%
Likely	8.58%	9.77%
Somewhat Unlikely	6.40%	8.12%
Very Unlikely	5.27%	5.27%
Highly Unlikely	4.10%	3.63%
Extremely Unlikely	4.66%	5.12%
Average	3.56	3.71

Shopping					
	Savvy Researcher	Brand Loyalist	Deal Seekers	In the Moment	Mainstream Adopters
Extremely Likely	14.72%	2.67%	0.13%	0.24%	1.94%
Highly Likely	22.86%	6.76%	0.98%	2.27%	4.04%
Very Likely	16.20%	25.11%	3.06%	12.19%	8.94%
Somewhat Likely	12.56%	5.67%	0.88%	13.78%	13.57%
Likely	7.50%	9.69%	1.11%	12.57%	15.30%
Somewhat Unlikely	12.33%	7.66%	5.61%	19.63%	10.60%
Very Unlikely	6.20%	9.89%	16.61%	25.29%	12.70%
Highly Unlikely	7.03%	21.12%	55.00%	6.17%	14.75%
Extremely Unlikely	0.60%	11.42%	16.61%	7.85%	18.16%
Average	3.76	5.50	7.60	5.74	6.02

Shopping					
	Novelty Seekers	Organic & Natural	Quality Matters	Recreational Shoppers	Trend Setters
Extremely Likely	1.17%	19.50%	34.88%	1.81%	2.09%
Highly Likely	10.61%	6.60%	16.54%	3.76%	7.01%
Very Likely	3.86%	11.59%	12.89%	2.75%	8.57%

Shopping					
	Novelty Seekers	Organic & Natural	Quality Matters	Recreational Shoppers	Trend Setters
Somewhat Likely	6.23%	32.40%	13.85%	7.77%	12.01%
Likely	14.04%	1.80%	16.03%	8.04%	11.78%
Somewhat Unlikely	17.46%	5.20%	3.38%	22.41%	13.85%
Very Unlikely	18.05%	11.98%	1.36%	31.03%	12.13%
Highly Unlikely	13.46%	2.66%	0.81%	18.64%	11.01%
Extremely Unlikely	15.12%	8.26%	0.26%	3.79%	21.56%
Average	6.04	4.17	2.81	6.24	5.99

Shopping				
	Online Deal Voucher	Discount Supercenters	EBid Sites	Etail Only
Extremely Likely	6.98%	3.51%	11.45%	1.24%
Highly Likely	10.83%	3.65%	11.63%	2.48%
Very Likely	6.20%	8.14%	20.17%	3.27%
Somewhat Likely	12.63%	8.23%	27.88%	7.54%
Likely	21.43%	33.02%	10.39%	8.62%
Somewhat Unlikely	18.48%	25.29%	8.27%	31.84%
Very Unlikely	15.98%	8.42%	3.70%	28.70%
Highly Unlikely	5.57%	6.25%	4.90%	14.57%
Extremely Unlikely	1.88%	3.48%	1.61%	1.75%
Average	4.89	5.25	3.88	6.13

Savvy Researchers – These consumers like to compare prices across different sites before purchasing and typically read online reviews and consumer reports.

Brand Loyalist – These consumers are willing to pay more for proven and reputable brands.

Deal Seekers – Price is more important to the consumers than brand name.

In the Moment Shoppers – These spenders find it difficult to say no to things that catch their eyes. They recognize they are "spenders" rather than "savers" and appreciate a convenient purchase opportunity.

Mainstream Shoppers – Trendy by association, these consumers enjoy following the latest trends set by innovators. They appreciate understanding what the trendsetters are buying these days.

Novelty Seekers – These consumers dislike the same and prefer to try new brands or new options. Variety is the spice of life.

Organic & Natural – These consumers buy natural and organic products, often preferring to put natural things in their homes and bodies.

Quality Matters – Quality matters for these consumers and they are willing to pay more for fresh ingredients, durable materials, and quality craftsmanship.

Recreational Shoppers – These are your store browsers who find joy and relaxation in looking for new and interesting offers.

Trendsetters – These consumers are trend setters and early adopters of new products.

Online Deal Voucher – Person's likelihood to make purchased via online deal vouchers like Groupon or LivingSocial.

Discount Supercenters – Person's likelihood to make purchases in online or brick and mortar discount superstores like Walmart.com or Target.

EBid Sites – Person's likelihood to make purchases on Ebid sites like eBay and other marketplaces where bidding or negotiating price is typical.

Etail Only – Person's likelihood to make purchases on Etail only sites such as Zappos.com or Etsy.com.

Outdoors Average Ranking (1 to 100 with 1 Highest Ranking)	
Hunting Enthusiast	38.19
Boating	40.40
Canoeing / Kayaking	45.72
Fishing	59.37
Outdoor Enthusiast	51.91
Gardening	45.95

Travel Average Ranking (1 to 100 with 1 Highest Ranking)	
Amusement Park Visitors (Min 1x Yr)	46.96
Zoo Visitors (Min 1x Yr)	51.44
Frequent Flyer Program Member	27.48
High Frequency Cruise Enthusiast	39.50
High Frequency Domestic Vacationer	29.47
High Frequency Foreign Vacationer	26.36
Hotel Guest Loyalty Program Member	32.16

Fitness Average Ranking (1 to 100 with 1 Highest Ranking)	
Avid Runners	41.70
Fitness Enthusiast	34.33
Healthy Living	45.75
Weight Conscious	51.25

Pets Average Ranking (1 to 100 with 1 Highest Ranking)	
Cat Owner	56.08
Dog Owner	51.65

Food & Beverage Average Ranking (1 to 100 with 1 Highest Ranking)	
Eats at Family Restaurants	59.15
Eats at Fast Food Restaurants	57.41
Gourmet Cooking	50.33
High-end Spirit Drinkers	43.45
Wine Lovers	38.33

Shopping Average Ranking (1 to 100 with 1 Highest Ranking)	
Home Improvement Spenders	38.63
Coupon User	40.17
Grocery Loyalty Card User	29.83
Luxury Home Goods Shopper	29.50
Luxury Store Shopper	32.66
Super Center Shopper	70.29

Music Interest Average Ranking (1 to 100 with 1 Highest Ranking)	
Listens to 80's Music	47.54
Listens to Alternative Music	44.16
Listens to Classical Music	34.41
Listens to Christian Music	66.97
Listens to Country Music	55.77
Listens to Hip Hop Music	52.77
Listens to Jazz	47.59
Listens to Music	41.83
Listens to Oldies Music	49.03
Listens to Pop Music	51.45
Listens to Rock Music	43.13

Interest in Professional Sports Average Ranking (1 to 100 with 1 Highest Ranking)	
Major League Baseball Enthusiast	41.46
NASCAR Enthusiast	61.48
National Basketball Association Enthusiast	47.81
National Football League Enthusiast	44.63
National Hockey League Enthusiast	40.42
The PGA Tour Enthusiast	46.67

Sports Played Average Ranking (1 to 100 with 1 Highest Ranking)	
Golf	42.03
Soccer	47.92
Tennis	33.62
Snow Sports	39.71

Technology Average Ranking (1 to 100 with 1 Highest Ranking)	
Laptop Owner	39.84
Tablet Owner	36.13

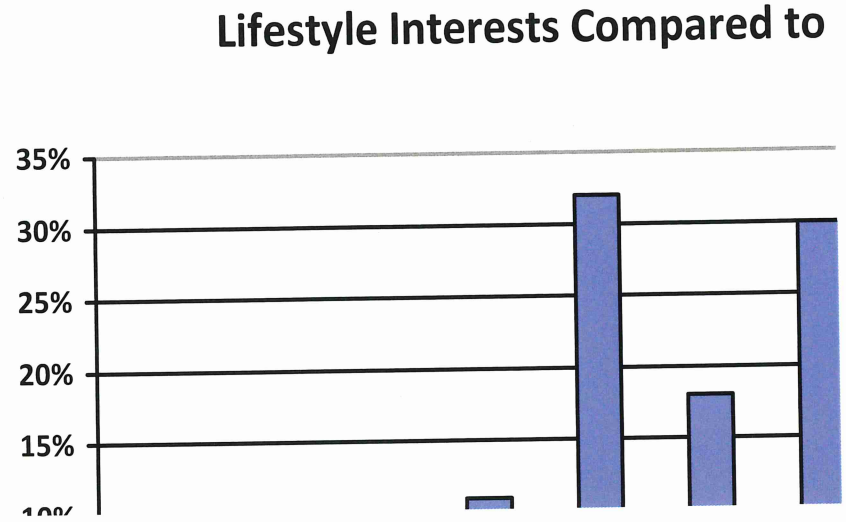
Charitable Giving Average Ranking (1 to 100 with 1 Highest Ranking)	
Contributes by Volunteering	49.20
Arts/Culture Charities	50.72
Contributes to Charities	35.46
Educational Charities	53.18
Health Charities	53.56
Political Charities	59.53
Private Foundations	61.23

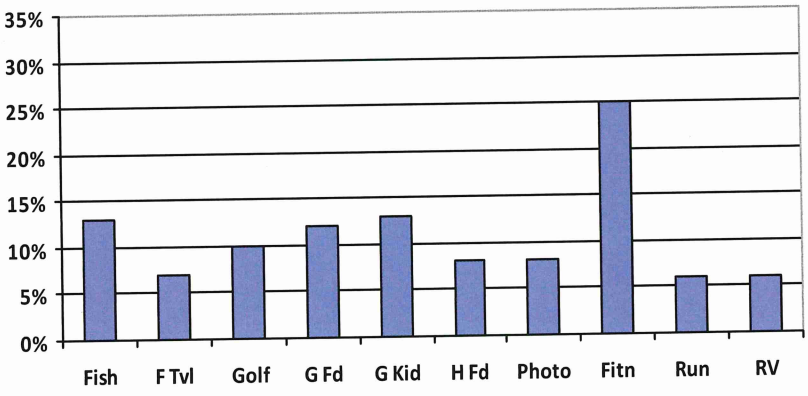
Other Interests Average Ranking (1 to 100 with 1 Highest Ranking)	
Arts & Crafts	52.78
Attend/Order Educational Programs	40.63
Book Reader	43.11
Casino Gambling	51.00
Cultural Arts	35.92
Digital Magazine/Newspaper Buyer	45.42
Do-it-yourselfers	36.96
E-Book Reader	39.76
Photography	48.81
Video Gamer	50.92
Security System Owner	45.99
Active Investor	34.23
Have Grandchildren	74.13
Religion	55.10

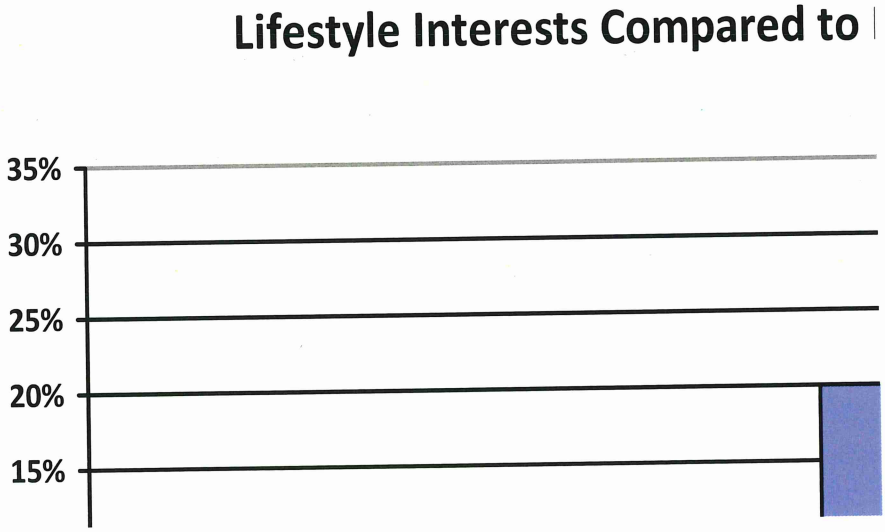
Miscellaneous Interests – % of Guests	
Owns Computers	77.8%
Hi-tech Owner	77.8%
Interest in Crafts	14.7%
Interest in Gourmet Cooking	56.4%
Online Subscriber	77.7%
Book Club Member	0.8%
Buys Computers & Electronics	5.8%
Buys Home & Garden Items	6.1%
Buys Sports Related Items	30.2%
Amex Platinum Card in Household	2.6%
Veteran in Household	23.6%

Lifestyle Interests of Patrons Compared to National Average		
Interest	**Mariposa**	**Nat'l**
Bicycling	11.00%	5.26%
Bird Watching	3.70%	5.03%
Boating/Sailing	9.02%	4.09%
Camping/Hiking	15.80%	10.81%
Cooking at Home	39.75%	32.28%
Dog Ownership	18.14%	17.51%
Donate to Charitable Causes	43.62%	30.28%
Donate to Cultural Causes	0.87%	0.28%
Fashion Design	3.53%	3.53%
Fine Arts/Antiques	2.57%	2.33%
Fishing	20.06%	12.66%
Foreign Travel	15.78%	7.47%
Golf	14.24%	10.32%
Gourmet Food	31.21%	12.09%
Grand Children	8.37%	12.71%
Health/Natural Foods	11.40%	7.60%
Photography	12.84%	8.31%
Physical Fitness/Exercise	25.01%	25.11%
Running/Jogging	16.12%	5.81%
RV Travel	6.50%	5.87%
Science/Technology	16.04%	6.24%
Self-Improvement	8.70%	7.83%
Snow Skiing	7.89%	3.31%
Stocks/Bonds	10.74%	8.36%
US Travel	30.92%	20.33%
Wildlife/Environment	13.52%	8.43%
Wines	10.48%	6.45%

The following tables compare the interests of patrons against the national average.







XI. REPEAT VISITATION

We explored overall repeat visitation as well as the level of cross over repeat visitation. The overall repeat rate for patrons whose most recent visit was from December 2019 to present was 5.01% which accounts to 4,409 individuals. Of repeat guests over 9% have been to two or more properties.

Cross-Over Patronage within Repeat Guests		
	Number	% Tot
1 Hotel	3,988	90.5%
2 Hotels	418	9.5%
3 Hotels	3	0.1%

While the overall repeat rate is 5.01% it tops 13% in the Fresno market and tops 10% in Santa Barbara – San Luis Obispo.

Repeat Guest Distribution - Top Markets				
	Total	Repeat		Rpt Rte
San Francisco Bay Area	20.72%	26.42%	1,165	6.38%
Los Angeles	15.34%	18.62%	821	6.08%
Sacramento - Stockton	6.19%	10.27%	453	8.31%
Fresno - Visalia	5.03%	13.61%	600	13.55%
San Diego	3.73%	3.61%	159	4.85%
Germany	2.78%	0.50%	22	0.90%
Monterey - Salinas	2.37%	4.31%	190	9.09%
Santa Barbara	2.15%	4.31%	190	10.04%
New York	2.00%	0.54%	24	1.36%
France	1.61%	0.14%	6	0.42%
United Kingdom	1.40%	0.16%	7	0.57%
Seattle - Tacoma	1.22%	0.64%	28	2.61%
Palm Springs	1.19%	1.16%	51	4.85%
Chicago	1.00%	0.36%	16	1.81%
Washington DC	0.96%	0.32%	14	1.65%

The repeat rates from both the 936 and 937 zip areas top 13.9%.

Repeat Guest Distribution - Top 3-Digit Zip Codes					
		Total	Repeat		Rpt Rte
945	CA – East Bay	7.14%	8.39%	361	6.75%
950	CA – San Jose Area	4.17%	5.88%	253	8.10%
940	CA – SF Peninsula	4.05%	4.30%	185	6.10%
951	CA – San Jose City	3.30%	3.74%	161	6.52%

Repeat Guest Distribution - Top 3-Digit Zip Codes					
		Total	Repeat		Rpt Rte
926	CA – Orange County	2.92%	2.70%	116	5.30%
941	CA – San Francisco City	2.64%	2.16%	93	4.70%
956	CA – Sacramento Area	2.59%	3.60%	155	8.00%
913	CA – Van Nuys NW	2.22%	3.07%	132	7.94%
900	CA – Los Angeles City	2.21%	1.65%	71	4.28%
936	CA – Fresno Area	2.16%	5.25%	226	13.95%
921	CA – San Diego City	2.04%	1.79%	77	5.03%
934	CA – Santa Barbara NW	2.03%	3.97%	171	11.24%
953	CA – Stockton S	1.95%	4.07%	175	11.95%
920	CA – San Diego Area	1.88%	1.56%	67	4.76%
937	CA – Fresno City	1.85%	4.83%	208	15.04%

Repeat guests are older than average.

Age Distribution					
Age	All	Rpt	Age	All	Rpt
18-21	1.41%	1.14%	50-53	8.30%	7.95%
22-25	2.80%	1.87%	54-57	7.51%	7.85%
26-29	4.25%	2.89%	58-61	7.25%	9.65%
30-33	6.15%	4.36%	62-65	7.33%	8.03%
34-37	8.21%	7.14%	66-69	6.40%	6.89%
38-41	8.61%	7.85%	70-73	5.08%	5.14%
42-45	10.27%	10.16%	74-77	3.33%	4.38%
46-49	10.10%	11.37%	78+	2.99%	3.32%
Avg	49.95	51.96			

Incomes are slightly lower than average.

Income Distribution			
	All	Rpt	Rpt Rte
250k+	15.83%	16.11%	5.85%
200k-250k	12.22%	12.13%	5.70%
175k-200k	7.81%	7.59%	5.59%
150k-175k	6.79%	6.54%	5.54%
125k-150k	12.06%	12.41%	5.91%
100k-125k	10.12%	9.47%	5.38%
75k-100k	13.18%	12.97%	5.66%
50k-75k	10.65%	11.64%	6.28%
35k-50k	4.70%	4.89%	4.98%
25k-35k	2.68%	2.65%	2.81%
15k-25k	1.91%	2.05%	1.88%
15k-	2.05%	1.56%	4.37%
Average	145,559	145,490	

XII. GLOSSARY

ADI: Area of demonstrated influence. A method developed by Arbitron to break the country up into major media markets. ADI areas transcend state boundaries and are meant to include areas, which are impacted by the same media.

Direct Marketing Channel Receptivity: Identifies the most receptive communication channel for marketers to utilize.

Dwelling Type: Each household is assigned a dwelling type code based on USPS information.

Far West - Region: Includes Alaska, Guam, Hawaii, Oregon, California and Washington.

Homeowner/Renter: Homeowner information indicates the likelihood of a consumer owning a home and is received from tax assessor and deed information. Renter status is derived from self-reported data. Unit numbers are not used to infer rented status because units may be owner condominium/coop.

Income: Is the total estimated income for a living unit and incorporates several highly predictive individual and household level variables.

Length of Residence: Is the length of time a Living Unit has resided at their current address. A primary source of LOR is public source white page compilation initiating a counter showing the first time a number and number appear in the directory.

Media Responsiveness: Indicates the most likely channel that a household would prefer to receive solicitations.

Mid Atlantic - Region: Includes Delaware, Maryland, New Jersey, New York, Pennsylvania and Washington DC.

Midwest - Region: Includes Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, & Wisconsin.

New England - Region: Includes Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont.

Occupation: Compiled from self-reported surveys, derived from state licensing agencies, or calculated through the application of predictive models.

Repeat Guest: A guest who has visited the property two or more times during the time period covered by the guest history. The visits could within the same year or different years.

Repeat Guest Rate: This is the number of repeat guests divided by the total number of records. It does not factor in number of visits.

Rocky Mountains - Region: Includes Colorado, Idaho, Montana, Nevada, Utah and Wyoming.

The South - Region: Includes Alabama, Arkansas, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, Puerto Rico, South Carolina, Tennessee, Virginia, Virgin Islands and West Virginia.

Southwest - Region: Includes Arizona, New Mexico, Oklahoma and Texas.

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-266

MEETING: June 18, 2024

TO: The Board of Supervisors

FROM: Jeremy Briese, Sheriff

RE: Resolution and Tile Plaque for Sean Land Upon His Retirement

---

RECOMMENDATION AND JUSTIFICATION

Resolution and Tile Plaque Recognizing Sean Land Upon His Retirement as Operations Captain (Board Chair)

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board of Supervisors typically recognize retiring employees with over 20 years of service.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Miss the opportunity to recognize a dedicated employee.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Land Retirement - 2

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District IV Supervisor Wayne Forsythe
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

MARIPOSA COUNTY RESOLUTION NUMBER 23-

RECOGNIZING SEAN LAND FOR HIS SERVICE TO MARIPOSA COUNTY

WHEREAS SEAN LAND began his career with the Mariposa County Sheriff's Office in May 1996 as a Jail Officer; and

WHEREAS SEAN became a full-time Patrol Deputy in January of 2002; and

WHEREAS SEAN was a Drug Abuse Recognition instructor and taught deputies to recognize people under the influence of Drugs or Alcohol; and

WHEREAS SEAN was a Range Master/Instructor where he qualified and taught deputies how to shoot and care for their issued duty guns properly; and

WHEREAS SEAN was promoted to the rank of Patrol Sergeant in June of 2008; and

WHEREAS SEAN worked as a Field Training Officer (FTO) Administrator where he engaged and directed newly hired deputies, ensuring they had the knowledge necessary to work as solo deputies; and

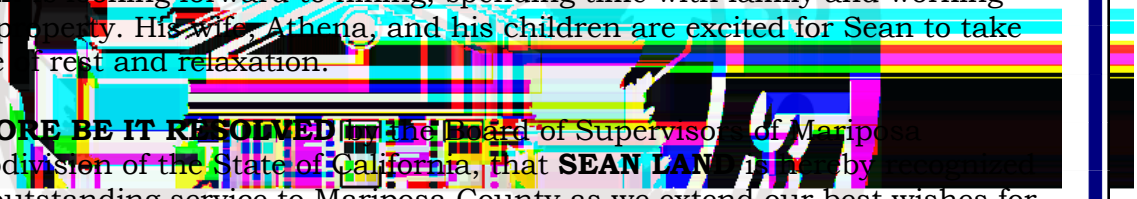
WHEREAS SEAN ensured staff had the necessary and required training as a POST Training Coordinator; and

WHEREAS SEAN returned to the Jail where he was promoted to the rank of Jail Lieutenant in October of 2017; and

WHEREAS SEAN was promoted to the rank of Administrative Captain in March of 2021, where he oversaw Animal Control, Dispatch, Search and Rescue (SAR), and the Office of Emergency Services (OES); and

WHEREAS SEAN was promoted to his final rank of Operations Captain in August of 2022; and

WHEREAS SEAN is looking forward to hiking, spending time with family and working around his home and property. His wife, Athena, and his children are excited for Sean to take the next step in his life of rest and relaxation.



NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of Mariposa County, a political subdivision of the State of California, that **SEAN LAND** is hereby recognized for his dedicated and outstanding service to Mariposa County as we extend our best wishes for continued success, and happiness in the years to come.

PASSED AND ADOPTED by the Board of Supervisors of Mariposa County on this 18th day of JUNE 2024 by unanimous vote.

ROSEMARIE SMALLCOMBE, District I Supervisor

WAYNE FORSYTHE, District IV Supervisor

SHANNON POE, District II Supervisor

MILES MENETREY, District V Supervisor

DANETTE TOSO, District III Supervisor

MARIPOSA COUNTY

Board of Supervisors

Local Transportation Commission 24-009

MEETING: June 18, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Adopt a Resolution allocating the Transportation Development Act (TDA) Funds for Fiscal Year 2023–2024

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution allocating Transportation Development Act (TDA) Funds for Fiscal Year 2023-2024.

The Local Transportation Commission (LTC) annually allocates Transportation Development Act (TDA) revenues from the Local Transportation Fund to the eligible departments. This Resolution formally approves the transfer of funds that were approved in the adoption of the Fiscal Year 2023-2024 Budget.

Revenue for the Local Transportation Fund (Fund #3031) is provided by 1/4 percent of the State sales tax and must be used for transit related purposes.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has recognized and approved similar resolutions each fiscal year. The Fiscal Year 2022-2023 allocation was approved June 20, 2023 (Resolution No. LTC 23-014).

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

If the TDA funds are not formally allocated by the LTC, the revenue would not be available in several County Divisions to cover budgeted expenditures.

FINANCIAL IMPACT

Funding will be transferred out of the Local Transportation Fund 3031 to the following Funds: Pedestrian/Bikeway Fund 3034 ($8,000); Transit Fund 6605 ($12,244); Regional Transit Services Fund 1011 ($191,000); Unmet Needs Fund 3033 ($13,200); Roads Fund 3300 ($545,098).

ATTACHMENTS

1. LTC Annual TDA Resolution FY 23-24

VOTE RESULT

RESULT: **Adopted (UNANIMOUS)**
MOVER: District I Supervisor Rosemarie Smallcombe
SECONDER: District III Supervisor Danette Toso
AYES: District V Supervisor Menetrey, District I Supervisor Smallcombe, District III

Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

MARIPOSA COUNTY
LOCAL TRANSPORTATION COMMISSION

RESOLUTION NO. LTC _____

A RESOLUTION ALLOCATING TRANSPORTATION DEVELOPMENT ACT FUND REVENUES FOR THE 2023-2024 FISCAL YEAR

WHEREAS, the Mariposa County Local Transportation Commission is the Regional Transportation Planning Agency; and,

WHEREAS, the Commission is authorized to accept claims against and make allocations from the Local Transportation Fund; and,

WHEREAS, the County budgeted for administrative, planning and transit activities for the 2023-2024 Fiscal Year; and,

WHEREAS, the Commission made findings in accordance with Public Utilities Code Section 99401-5 at the time of the June 11, 2024, Unmet Needs Hearing.

NOW THEREFORE, BE IT RESOLVED by the Mariposa County Local Transportation Commission that the Transportation Development Act Funds for the 2023-2024 Fiscal Year in the amount of $769,542 be allocated within Mariposa County as follows:

1. Administration $ 0
   Article 3, Section 99233.1 & 99233.2, Public Utilities Code, Div. 10, Part II, Chapter 4

2. Transportation Planning $ 0
   Article 3, Section 99233.2 Public Utilities Code, Div. 10, Part II, Chapter 4

3. Pedestrian/Bikeway $ 8,000
   Article 3, Section 99233.3 Public Utilities Code, Div. 10, Part II, Chapter 4

4. Mariposa County Transit System including Meditrans $ 12,244
   Article 4.5, Section 99275 Public Utilities Code, Div. 10, Part II, Chapter 4

5. Regional Transit Services including contracts for YARTS $ 191,000
   Article 8, Section 99400c Public Utilities Code, Div. 10, Part II, Chapter 4

6. Unmet Needs $ 13,200
   Article 8, Section 99401.5 Public Utilities Code, Div. 10, Part II, Chapter 4

7. Mariposa County Streets and Roads $545,098
   Article 8, Section 99402 Public Utilities Code, Div. 10, Part II, Chapter 4

PASSED AND ADOPTED by the Mariposa County Local Transportation Commission this 11th day of June, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Wayne Forsythe, Chair
Mariposa County Local Transportation Commission

ATTEST:

_____
Danielle Bondshu, Clerk of Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM, County Counsel

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: June 18, 2024

TO: The Board of Supervisors

FROM: Miles Menetrey, District V Supervisor

RE: Receive a Presentation from Representatives of the Northern Mariposa County History Center (Board Chair)

RECOMMENDATION AND JUSTIFICATION

Receive a Presentation from Representatives of the Northern Mariposa County History Center (Board Chair).

The presentation will give an overview of the operations of the Northern Mariposa County History Center.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board has received presentations from other organizations in the past.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

FINANCIAL IMPACT

Not Applicable.

ATTACHMENTS

1. **NMCHC FY2025 BoS presentation text**
2. **FY25 NMCHC grant proposal**

Northern Mariposa County History Center

FY25 Grant Request

Presented by NMCHC President Willow Polson

Slide 1: A Vital North County Community Service

Since 1983, the Northern Mariposa County History Center, located in the town of Coulterville, has served as a community hub for the entire region between Bagby and the Tuolumne County line, and from Don Pedro up to Greeley Hill.

Slide 2: Preserving History

We are the most important archive for the natural and cultural history of the entire north county. From pre-history to the early 20th-century, we are the caretakers of a rich multicultural and ecological landscape unique to our region. On the left is a Coulterville Miwuk woman weaving a coiled basket, circa 1901. We are still researching her name so we can identify her descendants. At center is a wooden grave marker with a death date of 1853 from the Barrett Collection, a very large collection of items that we are still cataloging, and which also included the room that you see on the right. That's me doing my best to line up an old postcard with the same cabinets as they are today – it's a museum inside a museum, in a way.

Preservation, conservation, and research are just a few of the many ways that we serve our community every day, even when our doors aren't open.

Slide 3: Hands-On History for All Ages

New this year is our gold panning experience which should be up and running by CoyoteFest in September and the Yosemite Motherlode Folk School featuring classes in many different kinds of traditional skills. We've completed construction of three new gold panning troughs and picnic tables right next to our existing mining equipment area, and will be putting up shade arbors.

I'm particularly proud of the Folk School, as I've been familiar with these for many years. The folk school concept started in the 1800s in Denmark and was created to keep the arts and skills of “the folk” alive. John C. Campbell Folk School in North Carolina, started in 1925, is perhaps the best-known example in the US. In California, surprisingly, there are almost none, and the nearest one to us is over 150 miles away. We decided to start one here in Mariposa county to engage a new and bigger audience, and to create an ongoing source of revenue to help keep the History Center operating as self-sustainably as possible. Pictured here are classes in how to use a treadle sewing machine, and traditional Native central California basketry materials and techniques.

Slide 4: Community Events & Activities

Not only are we open most weekends, and with free admission, the History Center hosts events like the Heritage Rose Tour, pictured here, our yearly Gala in February, and of course CoyoteFest, our biggest bash of the year. At this year's Gala we featured “Professor Cornelius Poindexter” and his patent medicine show, better known as actor Jeffrey Weissman, who was George McFly in Back to the Future 2 and 3, and was in Pale Rider, Saved by the Bell, and many other shows over the years. We look forward to having Jeffrey as an acting teacher for our folk school later this year.

Slide 5: 2023-24 Accomplishments

Thanks in part to last year's county grant, we revamped several exhibits, did important conservation work, and created hands-on opportunities for visitors.

Last September a gentleman donated the original Knights of Pythias Coulterville Lodge silk banner from about 1900, and it was not in good condition. It's made of weighted silk, which is stiffened and made heavier (because it was sold by the pound) with metallic salts. These sharp-edged microscopic salts cause what's called “shattered silk” which is literally cutting itself to shreds with every passing hour. There is no way to reverse the process, but it can be stabilized. So what I did here was use a technique from another museum in Kansas, and cover the shattering silk portions with a matching color of polyester organza held in place with ultra-fine nylon thread. The entire process of cutting the organza and carefully stitching it into place took four days. Now it's the centerpiece of an interesting new exhibit about the area's fraternal orders.

We rearranged the parlor to feel a little more cozy, and the front portion is now the “home arts parlor,” featuring our 1913 Singer treadle sewing machine that guests can test out – it's harder than it looks! The sewing machine did not work and was in need of parts, oiling, and tension adjustments. After refurbishment, I made Tony there take it for a test drive, and many guests have now had fun learning how to use it.

We've also been able to replace the dangerous glass exhibit fronts in the mercantile with safe and easy-to-remove acrylic sheets, and we mounted the historic town barber pole which was formerly on the side of the traveling Octagon building, which is a whole other interesting story that we sadly don't have time for today.

There is SO much to experience at the History Center, I hope you can all come and see it for yourselves. I'd be happy to give you a personal tour.

Slide 6: Funded by Grants and Donations

The Northern Mariposa County History Center is entirely funded by grants, donations, fundraiser events, and gift shop sales. The only paid person on our staff is our office manager, and the occasional handyman.

In order to continue bringing these important services to the north county, we are requesting a grant for $24,000 to assist with such things as --

- Kickstarting our new Yosemite Motherlode Folk School (advertising costs, mostly)
- Ongoing conservation and stabilization of artifacts
- Ongoing digitization of important historic materials
- Landscaping, signage, and other exterior improvements
- Addressing issues with aging infrastructure which we are still having issues with
- Some basic operations costs

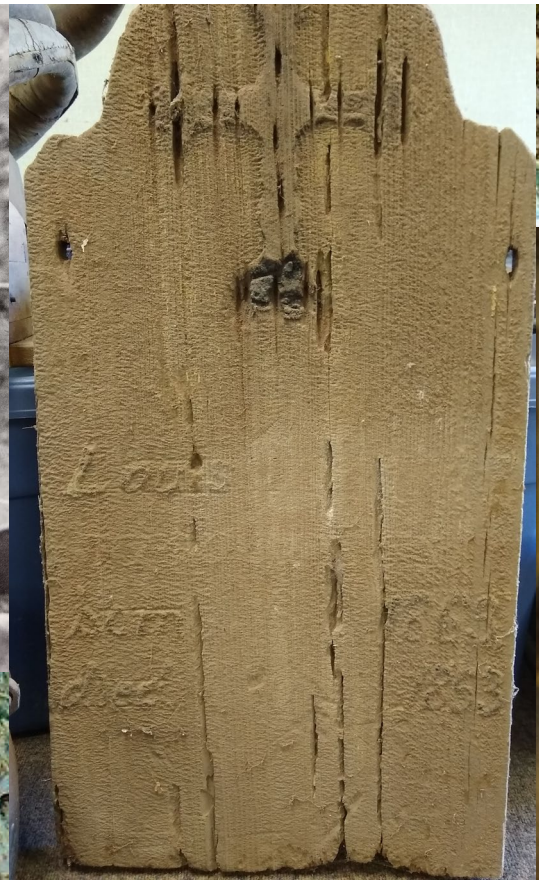
I hope that we can count on your support so that we can continue to serve the community. Thank you for your time. I now open the floor to your questions.

Northern Mariposa County History Center

A Vital North County Community Service

Preserving History

The Northern Mariposa County History Center is the most important archive for the natural and cultural history of the entire north county.



Hands-On History for All Ages

New this year is our gold panning experience which should be up and running by CoyoteFest (September) and the Yosemite Motherlode Folk School featuring classes in many different kinds of traditional skills.

YOSEMITE MOTHERLODE
FOLK SCHOOL

Community Events and Activities

Beyond our mission to preserve local history, we host many events throughout the year, and are open to the public free of charge on weekends.

2023-24 Accomplishments

Thanks in part to last year's county grant, we revamped several exhibits, did important conservation work, and created hands-on opportunities for visitors.

Funded by Grants and Donations

The Northern Mariposa County History Center is funded by grants, donations, fundraiser events, and gift shop sales.

We are requesting a FY25 grant for $24,000 to assist with:

- Kickstarting our new Yosemite Motherlode Folk School
- Ongoing conservation and stabilization of artifacts
- Ongoing digitization of important historic materials
- Landscaping, signage, and other exterior improvements
- Addressing issues with aging infrastructure (gutters, HVAC)
- Some basic operations costs (software, pest control, etc.)

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING: June 18, 2024

TO: The Board of Supervisors

FROM: Shannon Hansen, Director of Public Works and Transportation

RE: Approve an Agreement with George Reed Inc., for the Downtown Revitalization Phase II Roadway, Water and Sewer Infrastructure Improvement Project in the amount Not to Exceed $4,441,244; and Authorize the Board Supervisors Chair to Sign the Agreement

---

RECOMMENDATION AND JUSTIFICATION

Approve an Agreement with George Reed Inc., for the Downtown Revitalization Phase II Roadway, Water and Sewer Infrastructure Improvement Project in the amount Not to Exceed $4,441,244; and Authorize the Board of Supervisors Chair to sign the Agreement. On May 14, 2024, the following four bids were received:

1.	George Reed, Modesto, CA	$4,441,244.00
2.	Dirt Dynasty, Valley Springs, CA	$4,458,064.00
3.	Mountain Cascade, Livermore, CA	$4,826,777.70
4.	Cal Valley Construction, Fresno, CA	$4,861,019.00

George Reed is the low bidder. They are deemed responsible and their bid responsive.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The EDA Construction Grant is divided into two phases. The County has finished Phase I sewer improvements in cooperation with MPUD and now is moving onto Phase II. The project consists of all labor, materials, equipment, and services necessary to construct storm drain, curb & gutters, sidewalk, grind & overlay pavement, bridge deck rehabilitation, retaining walls, parking lot improvements, and other miscellaneous items specified in the plans and specifications.

There will be impacts to the downtown project area including restricted parking, road closures, utility interruptions, dust and noise. Staff will minimize these impacts as much as possible.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve, and the work will not be completed for Phase II of the Downtown Revitalization Project.

FINANCIAL IMPACT

There is no financial impact to the General Fund and there is no local match required by the EDA.

ATTACHMENTS

1. **GR_Agreement_Roadway_Water_Sewer_**

AGREEMENT FOR CONSTRUCTION SERVICES

THIS CONTRACT is made and entered into this ____ day of June, 2024, by and between George Reed, Inc. ("Contractor") and **County of Mariposa** ("Owner") ("Contract").

1. The Contractor shall furnish to the Owner for a total price of four million four hundred forty-one thousand two hundred forty-four Dollars ($4,441,244) ("Contract Price"), the following services ("Services" or "Work"):

   Roadway, Water, and Sewer Infrastructure Improvement Project Phase II

   EDA No. 07-79-07487

   The project consists of all labor, materials, equipment, and services necessary to construction storm drain, curb & gutters, sidewalk, grind & overlay pavement, bridge deck rehabilitation, retaining walls, parking lot improvements, and other miscellaneous items specified in the plans and specifications.

2. Contractor shall perform the Work at downtown Mariposa ("Site"). The Project is the scope of Work performed at the Site.

3. Work shall be completed within (100) working days ("Contract Time") from the date specified in Owner 's Notice to Proceed.

   Contractor understands and agrees that the Work shall be performed and completed as required in the Contract Documents (as defined herein) including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by agency(ies) having jurisdiction or to close-out of the Project, under the direction and supervision of, and subject to the approval of, Owner or its authorized representative.

4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that Owner will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to Owner, as fixed and liquidated damages for these incalculable damages, the sum of Five Hundred Dollars ($ 500) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.

5. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

6. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

_X_ Notice to Bidders	____ Lead-Product(s) Certification
____ Instructions to Bidders	____ Roofing Project Certification
_X_ Bid Form and Proposal	____ Registered Subcontractor List
_X_ Bid Bond	_X_ Insurance Certificates and Endorsements
_X_ Noncollusion Declaration	_X_ Performance Bond
____ Iran Contracting Act Certification	_X_ Payment Bond
____ Designated Subcontractors List	_X_ Caltrans Specifications
____ Notice to Proceed	_X_ Plans
_X_ Prevailing Wage Certification	_X_ Special Conditions
___ Workers' Compensation Certification	____ Exhibit "A" ("Scope of Work")
____ Drug-Free Workplace Certification	____ Federal Debarment Certification
____Tobacco-Free Environment Certification	_X_ Federal Condition and Davis-Bacon
____Asbestos & Other Hazardous Materials Certification	_X_ EDA Contracting Provisions

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the Owner has approved the performance bond, payment (labor and material) bond, the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the Owner has issued a Notice to Proceed.

8. Payment for the Work shall be made in accordance with the Terms and Conditions.

9. The Design Professional In General Responsible Charge for the Project is Matt Hespenheide ("Engineer"), and the project inspector on the Project is Eddie Scherf ("Project Inspector"). Contractor hereby acknowledges that the Engineer, the Project Inspector, and the agency(ies) having jurisdiction have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

10. Inspection and acceptance of the Work shall be performed by Engineer of the Public Works Department of the Owner.

11. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return

receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

County of Mariposa

Department of Public Works
ATTN: Claudia Gonzales
4639 Ben Hur Road, Mariposa,
California 95338
(209) 966-5356
cgonzales@mariposcounty.org

Contractor

Name: George Reed, Inc.
ATTN: Ed Berlier
P.O. Box 4760, Modesto, California 95352
(209) 523-0734
gmocontracting@georgereed.com

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the Owner's written approval of the Work.

13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20___

_____

Miles Menetrey, Chair
Board of Supervisors

_____

Danielle Bondshu
Clerk of the Board

APPROVED AS TO FORM:

_____

Steve W. Dahlem
County Counsel

Dated: June 04, 2024

Contractor: George Reed, Inc.

Signature: _____

Print Name: Ed Berlier

Print Title: Vice President/General Manager

License No.: 211337

Registration No.: 1000001042

Address: P.O. Box 4760, Modesto, California 95352

Telephone: (209) 523-0734

Facsimile:

E-Mail: gmocontracting@georgereed.com

Information regarding Contractor:

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
_X_ Corporation, State: CA
____ Limited Liability Company
____ Other: _____

94-1531193 :
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the Owner requires the Contractor to furnish the information requested in this section.

TERMS AND CONDITIONS TO CONTRACT

1. NOTICE TO PROCEED: Owner shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

2. STANDARD OF CARE: Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.

3. SITE EXAMINATION: Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

4. PERMITS, LICENSES AND REGISTRATION: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

5. RESERVED.

6. RESERVED.

7. LABOR, MATERIALS AND EQUIPMENT: Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized Owner representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

8. SUBSTITUTIONS: No substitutions of material from those specified in the Work Specifications shall be made without Owner's prior written approval. Contractor shall be responsible for any re-design costs occasioned by Owner 's acceptance and/or approval of any substitute, as well as any costs that Owner incurs for professional services, including inspection fees. Owner may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit Owner with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.

9. INDEPENDENT CONTRACTOR: Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction of Owner in connection with the performance of the Services, (ii) performing Services that are outside the usual course of Owner's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, Owner being interested only in the results obtained. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of Owner, and are not entitled to benefits of any kind or nature normally provided employees of Owner and/or to which Owner's employees are normally entitled including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.

10. CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

11. WORKERS: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the Owner may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without Owner's written consent.

12. SUBCONTRACTORS: Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to Owner's approval. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to Owner for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and Owner.

13. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from Owner the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. TRENCH SHORING: If this Contract is in excess of $25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain Owner acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

15. EXCAVATIONS OVER FOUR FEET: If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify Owner, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

16. RESERVED.

17. GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION AND LAND DISTURBANCE ACTIVITIES: Contractor shall be responsible for and comply with the California State Water Resources Control Board requirements for storm water discharge, if applicable.

18. CLEAN UP: Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

19. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without Owner's special instruction or authorization, is permitted to act at his discretion to prevent such threatened loss or injury.

20. FORCE MAJEURE: "Force Majeure" means any event or circumstance unknown at the time of contracting that is beyond the parties' control and makes performance of the contract impractical or impossible. The Party seeking to have its performance obligation(s) excused must demonstrate that there was such an insuperable interference occurring without the party's intervention as could not have been prevented by the exercise of prudence, diligence, and care, by providing prompt notice to the other Party, including full particulars of such event, of its inability to perform its obligations due to such event, following commencement of the claiming Party's inability to so perform its obligations. To the extent satisfying these conditions, Force Majeure events include the following: acts of God, war, civil unrest, epidemic, fire, smoke, volcanic eruption, earthquake, strike, unusually severe weather, flood, or shortage of transportation facilities, lock out, or commandeering of materials, product, plant, or

facilities by the government. Force Majeure shall not be based on a Party's financial inability to perform under this Agreement unless there exists extreme and unreasonable difficulty, expense, injury, or loss involved. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder.

21. CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from Owner, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the approved plans and specifications and the standard of care required herein. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.

22. NO RELIEF FROM OBLIGATIONS BASED ON REVIEW BY OTHER PERSONS: Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act(s) or omission(s) of Owner, Architect, Construction Manager, Project Inspector, or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.

23. OWNER'S RIGHT TO PERFORM WORK: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, Owner, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have including, but not limited to, the Owner hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the Owner shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or Owner may withhold those amounts from payment(s) otherwise due to Contractor.

24. ACCESS TO WORK: Owner representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

25. OCCUPANCY: Owner reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

26. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after Owner's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. Owner may withhold or deduct from any payment an amount necessary to protect Owner from loss because of: (1) liquidated damages, if applicable, that have accrued as of the date of the application for payment; (2) any sums expended by Owner in performing any of Contractor's obligations under the Contract that Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) Contractor's unsatisfactory prosecution of the Work; (7) unauthorized deviations from the Contract; (8) Contractor's failure to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or Owner during the prosecution of the Work; (9) Contractor's erroneous or false estimates of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by Owner, incurred by the Owner for which Contractor is liable under the Contract; and (11) any other sums that Owner is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. Owner's failure to deduct any of these sums from a progress payment shall not constitute a waiver of Owner's right to such sums. Owner shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

27. CHANGE IN SCOPE OF WORK AND ALLOWANCES:

27.1 Changes in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or

nature of the Work will not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by Owner. Contractor specifically understands, acknowledges, and agrees that Owner shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide Owner with all information requested to substantiate the cost of the change order and to inform Owner whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

27.2 Allowances. If there is an Allowance, then Contractor shall not bill for or be due any portion of an Allowance unless Owner has identified specific work, Contractor has submitted a price for that work or Owner has proposed a price for that work, Owner has accepted the cost for that work, and Owner has executed an Allowance Expenditure Directive incorporating that work. Allowance Expenditure Directives shall be based on Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from the Allowance. No overhead and profit shall be added to the Allowance Expenditure Directive.

Any unused portion of the Allowance will revert to Owner documented by a deductive Change Order. Contractor authorizes Owner to execute a unilateral deductive Change Order at or near the end of the Project for all or any portion of the Allowance not allocated.

28. INDEMNIFICATION:

28.1 Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, Owner and each of its board members, officers, directors, representatives, agents, employees, and volunteers (Indemnitees), against all claims, suits, actions, loss, cost, damage, expense, and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing the Work pursuant to the Contract Documents. Owner's rights and remedies, whether under the Contract or other applicable law, shall be cumulative and not subject to limitation. Contractor's obligations to defend, indemnify, and save harmless the Indemnities are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement. Owner shall have the right to accept or reject any legal representation that Contractor proposes to defend Owner.

28.2 Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

28.3 Pursuant to Public Contract Code section 9201, the Owner shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The Owner shall be entitled to recover its reasonable costs incurred in providing said notification.

28.4 If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.

28.5 Owner may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until Owner has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.

28.6 The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

29. PAYMENT BOND AND **PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to Owner, in a form acceptable to Owner, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to Owner.

30. CONTRACTOR'S INSURANCE:

30.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits not less than the amount indicated below. If Contractor normally carries insurance in an amount greater than the minimum amounts required by Owner, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

30.1.1 Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, Owner, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by Owner.)

30.1.2 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with California Labor Code section 3700, Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

30.2 Proof of Insurance. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to Owner and approved by Owner. Certificates and insurance policies shall include the following:

30.2.1 A clause stating: "This policy shall not be canceled until notice has been mailed to Owner, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

30.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

30.2.3 An endorsement stating that Owner and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.

30.2.4 All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

30.2.5 An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by Owner.

30.2.6 An endorsement stating that there shall be a waiver of any subrogation.

30.2.7 Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

30.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to Owner.

31. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from recording the Notice of Completion with the County

32. CONFIDENTIALITY: The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract.

33. LIMITATION OF OWNER LIABILITY: Owner's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall Owner be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages including, but not limited to, lost profits or revenue, or lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

34. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify Owner, in writing, and, at the sole option of Owner, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from Owner. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying Owner of the violation, Contractor shall bear all costs arising therefrom.

35. COVID-19 SAFETY REQUIREMENTS: Contractor shall, at its cost, timely comply with all applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic protocols.

36. LABOR CODE REQUIREMENTS: Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7. The Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1–5, commencing at Section 1720, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with the Owner or available online at http://www.dir.ca.gov/. In addition, the Contractor and each subcontractor shall comply with Section 1735, forbidding discrimination, and Sections 1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

36.1 Registration: Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

36.2 Registered Subcontractor List: Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide Owner all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable Owner to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

36.3 Certified Payroll Records: Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project, and within ten (10) days of any request by the Owner or Labor Commissioner at

http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

36.4 Labor Compliance: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

37. ANTI-DISCRIMINATION: Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

38. ANTI-TRUST CLAIM: Contractor and its subcontractor(s) agree to assign to Owner all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the Owner tenders final payment to the Contractor, without further acknowledgment by the parties.

39. CONTRACTOR CLAIMS: In the event of any demand by Contractor for (A) a time extension including, without limitation, for relief from damages or penalties for delay assessed by Owner under the Contract, (B) payment by Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by Owner , the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against Owner . For purposes of those provisions, the running of the time within which a claim must be presented to the Owner shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract, including the disputed work, and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by Owner's written agreement.

40. ATTORNEY FEES/COSTS: Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

41. TERMINATION: If Contractor fails to perform the Services and Contractor's duties to the satisfaction of Owner , or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, Owner shall have the right to terminate this Contract and/or Contractor's right to perform the Work of the Contract for cause effective immediately upon the Owner giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to Owner by reason of the Contractor's failure to perform and complete the Contract. Owner shall also have the right in its sole discretion to terminate the Contract and/or Contractor's right to perform the Work of the Contract for its own convenience upon Owner giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. In the event termination for cause is determined to have not been for cause, the

termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

42. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without Owner's prior written consent.

43. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

44. CALCULATION OF TIME: For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.

45. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in the County of Mariposa.

46. BINDING CONTRACT: This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

47. OWNER WAIVER: Owner's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

48. CAPTIONS AND INTERPRETATIONS: Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.

49. INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

50. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

51. ENTIRE CONTRACT: This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

52. NO ORAL MODIFICATIONS: No oral agreement or conversation with any officer, agent, or employee of Owner , either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

COUNTY OF MARIPOSA

DEPARTMENT OF PUBLIC WORKS

BID BOOK

FOR

ROADWAY, WATER, AND SEWER INFRASTRUCTURE

IMPROVEMENT PROJECT PHASE II
EDA No. 07-79-07487

BOARD OF SUPERVISORS

Rosemarie Smallcombe (District 1)
Shannon Poe (District 2)
Danette Toso (District 3)
Wayne Forsythe (District 4)
Miles Menetrey (District 5)

_____ _____

Matt Hespenheide PE, County Engineer **Date**

Contents

PROPOSAL 3
BID SCHEDULE 5
ADDENDA ACKNOWLEDGMENT 10
SECURITY 10
LIST OF PRINCIPALS 10
BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) 11
NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION 13
PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT 19
PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE 19
PUBLIC CONTRACT SECTION 10232 STATEMENT 20
NON-COLLUSION AFFIDAVIT 20
DEBARMENT AND SUSPENSION CERTIFICATION 21
LOBBYING CERTIFICATION (CD-512) 22
BIDDER'S BOND 23

ATTACHMENT A –SAMPLE CONTRACT W/ EDA CONTRACTING PROVISIONS

ATTACHMENT B – MINIMUM FEDERAL WAGE RATES DETERMINATION

MARIPOSA COUNTY DEPARTMENT OF PUBLIC WORKS
PROPOSAL

NAME OF BIDDER: George Reed, Inc.
BUSINESS MAILING ADDRESS: P.O. Box 4760
CITY, STATE, ZIP: Modesto, CA 95352
BUSINESS STREET ADDRESS: 140 Empire Avenue
CITY, STATE, ZIP: Modesto, CA 95354
TELEPHONE: (209)523-0734 FAX: (209)523-4927
E-mail address: gmocontracting@georgereed.com Contractor License No.: 211337
Year established 1944 Estimated yearly contracts $125,600,000

The work to be done and referred to herein is:

MARIPOSA COUNTY ROADWAY, WATER, AND SEWER INFRASTRUCTURE IMPROVEMENT PROJECT PHASE II
EDA NO. 07-79-07487

The work to be done consists of, in general, constructing storm drain, curb & gutter, sidewalk, grind & overlay pavement, bridge deck rehabilitation, retaining walls, parking lot improvements, and other miscellaneous items as specified in the plans and specifications.

This project is located in Mariposa County, State of California, and shall be constructed in accordance with the Contract Documents, which require the payment of State of California General Prevailing Wage Rates, including: Notice to Bidders, Bid Book, Technical Specifications

Bids are to be submitted for the entire work for Schedules A, B and C. The amount of the bid for comparison purposes will be the total of all items listed in the Bid Schedule.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b) as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price; (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the

COUNTY OF MARIPOSA'S Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only, if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the County of Mariposa, and that discretion will be exercised in the manner deemed by the County of Mariposa to best protect the public interest in the prompt and economical completion of the work. The decision of the County of Mariposa respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the bonds in the amounts required by the Contract Documents, with surety satisfactory to the County of Mariposa, within ten (10) days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the County of Mariposa that the contract has been awarded, the Department of Public Works may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the County of Mariposa.

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the County of Mariposa, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following prices, to wit:

MARIPOSA COUNTY DEPARTMENT OF PUBLIC WORKS

BID SCHEDULE

DOWNTOWN REVITALIZATION PROJECT ROADWAY IMPROVEMENTS PHASE II

EDA NO. 07-79-07487

Item	Description	Approx. Quantity	Unit	Unit Price, Dollars	Total Bid Item Price, Dollars
1	Mobilization and Demobilization	1	LS	250,000.00	250,000.00
2	Vehicular, Pedestrian, and Bicycle Traffic Control	1	LS	384,900.00	384,900.00
3	Construction Area Signs	1	LS	6,400.00	6,400.00
4	Job Site Management	1	LS	13,000.00	13,000.00
5	Water Pollution Control	1	LS	2,000.00	2,000.00
6	Contractor Supplied Surveyor	1	LS	34,000.00	34,000.00
7	Survey Monuments / Corner Record	20	EA	2,000.00	40,000.00
8	Clearing and Grubbing (Composite Surfaces)	1	LS	105,000.00	105,000.00
9	Sawcut	1700	LF	7.00	11,900.00
10	4" Pavement Grind	7310	SY	13.50	98,685.00
11	Remove Concrete	1	LS	22,000.00	22,000.00
12	Remove Rail (6th St. Parking on Bullion St.)	1	LS	2,000.00	2,000.00
13	Remove Sign	20	EA	175.00	3,500.00
14	Remove Wheel Stops (7th St.)	1	LS	2,000.00	2,000.00
15	Remove CMU Wall (4th St. North Side)	1	LS	3,500.00	3,500.00
16	Remove Storm Drain (3rd St. & 6th St.)	1	LS	29,500.00	29,500.00
17	Remove Storm Drain Inlet	5	EA	2,375.00	11,875.00
18	Salvage and Reset Christian Science Sign (4th St)	1	LS	3,475.00	3,475.00
19	Salvage and Reset Caltrans Highway Guide Sign (3rd St)	1	LS	350.00	350.00
20	Prepare Furnish & Place Polyester Concrete Overlay - 6th St Bridge	1115	SF	70.00	78,050.00
21	Conform Grinding and Paving (6th Street Bridge)	30	SY	60.00	1,800.00
22	Clean & Paint 6th St. Bridge Curbs	1	LS	3,500.00	3,500.00
23	AC Dike Type D (4th Street)	203	LF	47.00	9,541.00

Item	Description	Approx. Quantity	Unit	Unit Price, Dollars	Total Bid Item Price, Dollars
24	Remove & Replace Fire Hydrant (5th & Bullion) Including Marker	1	EA	14,500.00	14,500.00
25	Remove & Replace ARV (5th & Bullion)	1	EA	6,850.00	6,850.00
26	Remove Stone Headwall (3rd Street)	1	LS	2,500.00	2,500.00
27	Rock Slope Protection (3rd Street Storm Drain & Lower 6th Bridge)	20	CY	450.00	9,000.00
28	Relocate Sewer Cleanout	2	EA	4,440.00	8,880.00
29	Relocate Water Meter	5	EA	3,660.00	18,300.00
30	Reset Manhole Frame and Cover	6	EA	1,750.00	10,500.00
31	Reset Valve Box Frame and Cover	13	EA	1,750.00	22,750.00
32	Minor HMA (Ramp Lower 5th St. and Miscellaneous)	20	TON	120.00	2,400.00
33	Storm Drain Manhole (60")	2	EA	14,985.00	29,970.00
34	Drainage Inlet (Type G2)	2	EA	8,350.00	16,700.00
35	Drainage Inlet (Type G3)	2	EA	9,100.00	18,200.00
36	Drainage Inlet (Type G4 Expanded)	1	EA	11,120.00	11,120.00
37	18" HDPE	220	LF	185.00	40,700.00
38	Storm Drain Manhole (48")	1	EA	10,900.00	10,900.00
39	36" HDPE	330	LF	237.00	78,210.00
40	Structural Excavation (Retaining Wall)	746	CY	152.00	113,392.00
41	Structural Backfill (Retaining Wall)	651	CY	221.00	143,871.00
42	Class 2 Aggregate	20	CY	100.00	2,000.00
43	Structural Concrete (Retaining Wall)	283	CY	2,225.00	629,675.00
44	Drill and Bond Dowels	9	LF	225.00	2,025.00
45	Bar Reinforcing Steel (Retaining Wall)	40640	LB	2.50	101,600.00
46	Stairs (5th Street)	1	LS	23,000.00	23,000.00
47	Stairs (7th Street)	1	LS	25,000.00	25,000.00
48	42" Railing (Black, Vertical Pickets)	840	LF	385.00	323,400.00
49	42" Railing w/ Handrail (Black, Vertical Pickets)	78	LF	390.00	30,420.00
50	Minor Concrete - Curb Ramp	12	CY	1,200.00	14,400.00
51	Detectable Warning Surface (Red)	46	SF	50.00	2,300.00

Item	Description	Approx. Quantity	Unit	Unit Price, Dollars	Total Bid Item Price, Dollars
52	Minor Concrete - Curb & Gutter (A2-6)	1615	LF	110.00	177,650.00
53	Minor Concrete - Curb (A1-6)	66	LF	41.00	2,706.00
54	Minor Concrete - Rolled/Mountable Curb & Gutter	95	LF	108.00	10,260.00
55	Minor Concrete - Retaining Curb	125	LF	65.00	8,125.00
56	Minor Concrete - Valley Gutter	435	SF	46.00	20,010.00
57	Minor Concrete - Sidewalk	5350	SF	25.00	133,750.00
58	Minor Concrete - Driveway	3060	SF	44.00	134,640.00
59	PCC Paving	109	SY	415.00	45,235.00
60	HMA (Type A) 1/2"	1750	TON	245.00	428,750.00
61	Thermoplastic White Limit Line (12-Inch)	134	LF	12.00	1,608.00
62	Thermoplastic White Line (6-Inch)	239	LF	6.00	1,434.00
63	Thermoplastic White Line (4-Inch Parking)	778	LF	6.00	4,668.00
64	Red Painted Curb	28	LF	12.00	336.00
65	Thermoplastic White Parking T	13	EA	170.00	2,210.00
66	Thermoplastic White Pavement Markings	204	SF	17.00	3,468.00
67	Roadside Sign	16	EA	635.00	10,160.00
68	Bollard	2	EA	1,000.00	2,000.00
69	Concrete Wheel Stop	12	EA	120.00	1,440.00
70	8 ft High Tan Precision Block CMU Wall w/ Footing	60	LF	633.00	37,980.00
71	Vertical Flagstone Veneer	467	SF	51.00	23,817.00
72	Stone Wall Cap	60	LF	100.00	6,000.00
73	16 ft wide Corrugated Steel Doors Including Posts (Black)	2	EA	3,750.00	7,500.00
	Schedule B - 6th Street Parking Lot (Federal Nonparticipating Costs)				
74	Remove Ramp @ 5th Street Inn	1	LS	1,000.00	1,000.00
75	Remove Concrete Retaining Wall and Footing	1	LS	3,500.00	3,500.00
76	Stairs (6th Street Parking)	1	LS	23,000.00	23,000.00

Item	Description	Approx. Quantity	Unit	Unit Price, Dollars	Total Bid Item Price, Dollars
77	42" Railing w/ Handrail (Black, Vertical Pickets)	75	LF	450.00	33,750.00
78	Pedestrian Ramp	1	LS	5,500.00	5,500.00
79	4" Pavement Grind	1560	SY	13.50	21,060.00
80	PCC Paving	15	SY	415.00	6,225.00
81	Minor Concrete - Curb (A1-6)	203	LF	41.00	8,323.00
82	Bollards	4	EA	1,000.00	4,000.00
83	8 ft High Tan Precision Block CMU Wall w/ Footing	32	LF	750.00	24,000.00
84	4 ft High Tan Precision Block CMU Wall w/ Footing	55	LF	545.00	29,975.00
85	Vertical Flagstone Veneer	480	SF	52.00	24,960.00
86	Stone Wall Cap	87	LF	100.00	8,700.00
87	8 ft wide Corrugated Steel Doors Including Posts (Black)	1	EA	4,100.00	4,100.00
88	HMA (Type A) 1/2"	375	TON	245.00	91,875.00
89	1" Water Meter	1	LS	5,560.00	5,560.00
90	1"Plastic Pipe	170	LF	84.00	14,280.00
	Schedule C - Lighting (Federal Nonparticipating Costs)				
91	Remove Street Light	7	EA	2,350.00	16,450.00
92	Type III - AF (26-100 Single Unmetered TESCO Pedestal) Enclosure	2	EA	16,875.00	33,750.00
93	Trenching/3" Conduit	400	LF	135.00	54,000.00
94	Trenching/2" Conduit	270	LF	125.00	33,750.00
95	Conductors #12	350	LF	3.00	1,050.00
96	Conductors #10	650	LF	4.00	2,600.00
97	Foundations	5	EA	5,850.00	29,250.00
98	Pull Boxes - 5T	10	EA	3,850.00	38,500.00
99	Install County-Supplied Decorative Pole & Luminaire	8	EA	3,650.00	29,200.00

TOTAL BID (in figures) Items 1 through 99 $ 4,441,244.00

NOTE: In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid.

AMOUNT OF BID, WRITTEN OUT:

four million, four hundred fourty one thousand, two hundred and fourty four Dollars and zero cents (Dollars)

CONSTRUCTION COMPANY NAME: George Reed, Inc.

LICENSE CLASS A, B, C12, C21, C32 LICENSE NO. 211337 PWCR (DIR) NO. 1000001042

SIGNATURE OF BIDDER: Ed Berlier DATE: 05/13/24

NAME OF BIDDER (PRINT): Ed Berlier, Vice President/General Manager

ADDENDA ACKNOWLEDGMENT

This Proposal is inclusive of all addenda noted by the County Engineer as requiring signature.

If any Addenda are required revisions to the Engineer's Estimate sheets, insert them as part of this proposal.

ADDENDUM(S) 1, 2 **BIDDER'S INITIALS** EB

SECURITY

Accompanying this proposal is:

a Bidders Bond

INSERT THE AMOUNT AND THE WORDS "BIDDERS BOND"

in an amount equal to at least five (5) percent of the total of the bid.

LIST OF PRINCIPALS

The names of all persons interested in the foregoing proposal as principals are as follows:

Margaret Reed, President	Ed Berlier, Vice President/General Manager
Matthew Reed, Treasurer	Rosie R. Martinez, Secretary
Luke de Ga, Chief Financial Officer	George Reed, Inc.

IMPORTANT NOTICE. If bidder or other interested person is corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 102851.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under the penalty of perjury under the laws of the State of California and the United States of America, that the Non-collusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

The Contractor's license number and expiration date are stated under penalty of perjury.
Licensed in accordance with an act providing for the registration of contractors:

License No.: 211337 Exp. Date: 05/31/25 Classifications: A, B, C12, C21, C32

Ed Berlier, VP/GM 05/~~01~~13/24 (EB)
Print Name and Title of Bidder Date

Ed Berlier
Signature of Bidder

140 Empire Ave., Modesto, CA 95354
Business Address

140 Empire Ave., Modesto, CA 95354
Place of Business

140 Empire Ave., Modesto, CA 95354
Place of Residence

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at https://www.dir.ca.gov/Public-Works/Contractor-Registration.html. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: 07-79-07487

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME Statewide Safety Systems City, State Fresno, CA	BI 3 Construction Area Signs BI 13 Remove Sign	$6,400.00 $3,500.00	100 % 100 %	975518 1000001109	N		< $1 million >< $5 million < $10 million < $15 million Age of Firm in years 12
NAME City, State	BI 18 S&R Sign BI 19 S&R Sign BI 67 Install Sign	$3,475.00 $350.00 $10,160.00	100 % 100 % 100 %				< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at https://www.dir.ca.gov/Public-Works/Contractor-Registration.html. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: 07-79-07487

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME Force Traffic Control, Inc City, State Exeter, CA	Bl 2 Flagging	$124,176.00	32%	790502 1000005521	Y	29335 EB	X < $1 million < $5 million X < $10 million < $15 million Age of Firm in years 20
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at https://www.dir.ca.gov/Public-Works/Contractor-Registration.html. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: 07-79-07487

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME Dees Burke Engineering Constructors, LLC City, State Ontario, CA	Bl 1 Mobilization and Demobilization Bl 20 Prepare Furnish & Place Polyester Concrete Overlay - 6th St Bridge	$7,000.00 $71,360.00	2 % 91 %	1012305 1000036375	N		[X] < $1 million [X] < $5 million [ ] < $10 million [ ] < $15 million Age of Firm in years: 8
NAME City, State							[ ] < $1 million [ ] < $5 million [ ] < $10 million [ ] < $15 million Age of Firm in years
NAME City, State							[ ] < $1 million [ ] < $5 million [ ] < $10 million [ ] < $15 million Age of Firm in years
NAME City, State							[ ] < $1 million [ ] < $5 million [ ] < $10 million [ ] < $15 million Age of Firm in years
NAME City, State							[ ] < $1 million [ ] < $5 million [ ] < $10 million [ ] < $15 million Age of Firm in years
NAME City, State							[ ] < $1 million [ ] < $5 million [ ] < $10 million [ ] < $15 million Age of Firm in years
NAME City, State							[ ] < $1 million [ ] < $5 million [ ] < $10 million [ ] < $15 million Age of Firm in years
NAME City, State							[ ] < $1 million [ ] < $5 million [ ] < $10 million [ ] < $15 million Age of Firm in years
NAME City, State							[ ] < $1 million [ ] < $5 million [ ] < $10 million [ ] < $15 million Age of Firm in years
NAME City, State							[ ] < $1 million [ ] < $5 million [ ] < $10 million [ ] < $15 million Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at https://www.dir.ca.gov/Public-Works/Contractor-Registration.html. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: 07-79-07487

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME Tennyson Electrical, LLC City, State Livermore, CA	Bl 1 Mobilization and Demobilization	$28,650.00	11.5%	717998	N		< $1 million < $5 million < $10 million X < $15 million Age of Firm in years: 28
	Bl 91 Remove Street Light	$16,450.00	100%	1000013487			
NAME City, State	Bl 92 Type III - AF (26-100 single Unmetered TESCO Pedestal) Enclosure	$33,750.00	100%				< $1 million < $5 million < $10 million < $15 million Age of Firm in years:
NAME City, State	Bl 93 Trenching/3" Conduit	$54,000.00	100%				< $1 million < $5 million < $10 million < $15 million Age of Firm in years:
NAME City, State	Bl 94 Trenching/2" Conduit	$33,750.00	100%				< $1 million < $5 million < $10 million < $15 million Age of Firm in years:
NAME City, State	Bl 95 Conductors #12	$1,050.00	100%				< $1 million < $5 million < $10 million < $15 million Age of Firm in years:
NAME City, State	Bl 96 Conductors #10	$2,600.00	100%				< $1 million < $5 million < $10 million < $15 million Age of Firm in years:
NAME City, State	Bl 97 Foundations	$29,250.00	100%				< $1 million < $5 million < $10 million < $15 million Age of Firm in years:
NAME City, State	Bl 98 Pull Boxes - 5T	$38,500.00	100%				< $1 million < $5 million < $10 million < $15 million Age of Firm in years:
NAME City, State	Bl 99 Install County-Supplied Decorative Pole & Luminaire	$29,200.00	100%				< $1 million < $5 million < $10 million < $15 million Age of Firm in years:

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at https://www.dir.ca.gov/Public-Works/Contractor-Registration.html. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER 07-79-07487

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME Ranch Fence, Inc. City, State Mariposa, CA	Bl 48 42" Railing (Black, Vertical Pickets)	$331,783.20	100%	912353 1000009836	N		< $1 million X < $5 million < $10 million < $15 million Age of Firm in years 16
NAME City, State	Bl 49 42" Railing w/ Handrail (Black, Vertical Pickets)	$35,006.40	100%				< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State	Bl 73 16 ft wide Corrugated Steel Doors Including Posts (Black)	$8,717.20	100%				< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State	Bl 77 42" Railing w/ Handrail (Black, Vertical Pickets)	$41,437.50	100%				< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State	Bl 87 8 ft wide Corrugated Steel Doors Including Posts (Black)	$3,786.70	100%				< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at https://www.dir.ca.gov/Public-Works/Contractor-Registration.html. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: 07-79-07487

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME ABSL Construction City, State Hayward, CA	BI 10 Operated Grinder Rental BI 20 Operated Grinder Rental	$17,700 $8,300.00	18% 119%	621781 1000002818	Y	CT-005270	[ ] < $1 million [ ] < $5 million [X] < $10 million [ ] < $15 million Age of Firm in years 33
NAME City, State	BI 21 Operated Grinder Rental BI 79 Operated Grinder Rental	$740.00 $5,900	41% 28%				[ ] < $1 million [ ] < $5 million [ ] < $10 million [ ] < $15 million Age of Firm in years
NAME City, State							[ ] < $1 million [ ] < $5 million [ ] < $10 million [ ] < $15 million Age of Firm in years
NAME City, State							[ ] < $1 million [ ] < $5 million [ ] < $10 million [ ] < $15 million Age of Firm in years
NAME City, State							[ ] < $1 million [ ] < $5 million [ ] < $10 million [ ] < $15 million Age of Firm in years
NAME City, State							[ ] < $1 million [ ] < $5 million [ ] < $10 million [ ] < $15 million Age of Firm in years
NAME City, State							[ ] < $1 million [ ] < $5 million [ ] < $10 million [ ] < $15 million Age of Firm in years
NAME City, State							[ ] < $1 million [ ] < $5 million [ ] < $10 million [ ] < $15 million Age of Firm in years
NAME City, State							[ ] < $1 million [ ] < $5 million [ ] < $10 million [ ] < $15 million Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at https://www.dir.ca.gov/Public-Works/Contractor-Registration.html. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: 07-79-07487

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME McPhee Masonry Inc. City, State Oakdale, CA	Bl 15 Remove CMU Wall (4th St. North Side) Bl 68 Bollard	$4,200.00 $2,000.00	95 EB 95 100 %	675127 1000955117			X < $1 million < $5 million < $10 million < $15 million Age of Firm in years 29
NAME City, State	Bl 70 8 ft High Tan Precious Block CMU Wall w/ Footing Bl 71 Vertical Flagstone Veneer	$38,000.00 $24,000.00	100 % 100 %				< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State	Bl 72 Stone Wall Cap Bl 73 16 ft wide Corrugated Steel Doors Including Posts (Black)	$6,000.00 $7,500.00	100 % 100 %				< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State	Bl 82 Bollard	$4,000.00	100 %				< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State	Bl 83 8 ft High Tan Precious Block CMU Wall w/ Footing Bl 84 4 ft High Tan Precious Block CMU Wall w/ Footing	$24,000.00 $30,000.00	100 % 100 %				< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State	Bl 85 Vertical Flagstone Veneer	$25,000.00	100 %				< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State	Bl 86 Stone Wall Cap Bl 87 8 ft wide Corrugated Steel Doors Including Posts (Black)	$8,700.00 $4,100.00	100 % 100 %				< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at https://www.dir.ca.gov/Public-Works/Contractor-Registration.html. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: 07-79-07487

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME Chrisp Company City, State Stockton, CA	BI 1 Mobilization and Demobilization	$10,000.00	4%	374600	N		< $1 million < $5 million < $10 million X < $15 million Age of Firm in years: 45
	BI 2 Vehicular, Pedestrian, and Bicycle Traffic Control	$15,000.00	4%	1000000306			
NAME City, State	BI 61 Thermoplastic White Limit Line (12-inch)	$1,608.00	100 %				< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State	BI 62 Thermoplastic White Line (6-inch)	$1,434.00	100 %				< $1 million < $5 million < $10 million < $15 million Age of Firm in years
	BI 63 Thermoplastic White Line (4-inch Parking)	$4,668.00	100 %				
NAME City, State	BI 64 Red Painted Curb	$336.00	100 %				< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State	BI 65 Thermoplastic White Parking T	$2,210.00	100 %				< $1 million < $5 million < $10 million < $15 million Age of Firm in years
	BI 66 Thermoplastic White Pavement Markings	$3,468.00	100 %				
NAME City, State	BI 67 Roadside Signs	$8,000.00	100 %				< $1 million < $5 million < $10 million < $15 million Age of Firm in years
	BI 68 Bollard	$1,700.00	100 %				
NAME City, State	BI 69 Concrete Wheel Stop	$1,440.00	100 %				< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at https://www.dir.ca.gov/Public-Works/Contractor-Registration.html. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER
07-79-07487

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME D.A. Wood Construction, Inc. City, State Oakdale, CA	BI 1 Mobilization and Demobilization	$14,500.00	6%	816079	N		< $1 million < $5 million X < $10 million < $15 million Age of Firm in years 10
	BI 16 Remove Storm Drain (3rd St. & 6th St.)	$29,500.00	100%	1000001617			
NAME City, State	BI 17 Remove Storm Drain Inlet	$11,875.00	100%				< $1 million < $5 million < $10 million < $15 million Age of Firm in years
	BI 24 Remove and Replace Fire Hydrant (5th & Bullion) including Marker	$14,500.00	100%				
NAME City, State	BI 25 Remove and Replace ARV (5th and Bullion)	$6,850.00	100%				< $1 million < $5 million < $10 million < $15 million Age of Firm in years
	BI 28 Relocate Sewer Cleanout	$8,880.00	100%				
NAME City, State	BI 29 Relocate Water Meter	$18,300.00	100%				< $1 million < $5 million < $10 million < $15 million Age of Firm in years
	BI 33 Storm Drain Manhole	$29,970.00	100%				
NAME City, State	BI 34 Drainage Inlet (Type G2)	$16,700.00	100%				< $1 million < $5 million < $10 million < $15 million Age of Firm in years
	BI 35 Draininge Inlet (Type G3)	$18,200.00	100%				
NAME City, State	BI 36 Drain age Inlet (Type G4 Expanded)	$11,120.00	100%				< $1 million < $5 million < $10 million < $15 million Age of Firm in years
	BI 37 18" HDPE	$40,700.00	100%				
NAME City, State	BI 38 Storm Drain Manhole (48")	$10,900.00	100%				< $1 million < $5 million < $10 million < $15 million Age of Firm in years
	BI 39 36" HDPE	$78,210.00	100%				
NAME City, State	BI 89 1" Water Meter	$5,560.00	100%				< $1 million < $5 million < $10 million < $15 million Age of Firm in years
	BI 90 1" Plastic Pipe	$14,280.00	100%				

Distribution -- Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at https://www.dir.ca.gov/Public-Works/Contractor-Registration.html. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: 07-79-07487

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME RA Nemetz Construction Co. INC City, State Galt, CA	Bl 1 Mobilization and Demobilization	$90,000.00	36 %	382708	N		< $1 million X < $5 million < $10 million < $15 million Age of Firm in years 45
	Bl 43 Structural Concrete (Retaining Wall)	$629,675.00	100 %	1000003928			
NAME City, State	Bl 44 Drill and Bond Dowels	$2,025.00	100 %				< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State	Bl 45 Bar Reinforcing Steel (Retaining Wall)	$101,600.00	100 %				< $1 million < $5 million < $10 million < $15 million Age of Firm in years
	Bl 46 ~~Stairs (6th Street)~~ Bl 76 Stairs 6th St. Parking EB	$65,000.00	100 %				
NAME City, State	Bl 47 Stairs (7th Street)	$25,000.00	100 %				< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at https://www.dir.ca.gov/Public-Works/Contractor-Registration.html. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: 07-79-07487

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME Austin Enterprise City, State Bakersfield, CA	BI 9 Sawcut BI 74 Remove Ramp @ 5th Street Inn	$13,650.00 $1,950.00	100 % 95%	764893 1000001896	Y	CT-013602	[ ] < $1 million [X] < $5 million [ ] < $10 million [ ] < $15 million Age of Firm in years: 25
NAME City, State							[ ] < $1 million [ ] < $5 million [ ] < $10 million [ ] < $15 million Age of Firm in years:
NAME City, State							[ ] < $1 million [ ] < $5 million [ ] < $10 million [ ] < $15 million Age of Firm in years:
NAME City, State							[ ] < $1 million [ ] < $5 million [ ] < $10 million [ ] < $15 million Age of Firm in years:
NAME City, State							[ ] < $1 million [ ] < $5 million [ ] < $10 million [ ] < $15 million Age of Firm in years:
NAME City, State							[ ] < $1 million [ ] < $5 million [ ] < $10 million [ ] < $15 million Age of Firm in years:
NAME City, State							[ ] < $1 million [ ] < $5 million [ ] < $10 million [ ] < $15 million Age of Firm in years:
NAME City, State							[ ] < $1 million [ ] < $5 million [ ] < $10 million [ ] < $15 million Age of Firm in years:
NAME City, State							[ ] < $1 million [ ] < $5 million [ ] < $10 million [ ] < $15 million Age of Firm in years:

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at https://www.dir.ca.gov/Public-Works/Contractor-Registration.html. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: 07-79-07487

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at https://www.dir.ca.gov/Public-Works/Contractor-Registration.html. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: 07-79-07487

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at https://www.dir.ca.gov/Public-Works/Contractor-Registration.html. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: 07-79-07487

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at https://www.dir.ca.gov/Public-Works/Contractor-Registration.html. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: 07-79-07487

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at https://www.dir.ca.gov/Public-Works/Contractor-Registration.html. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: 07-79-07487

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at https://www.dir.ca.gov/Public-Works/Contractor-Registration.html. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: 07-79-07487

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at https://www.dir.ca.gov/Public-Works/Contractor-Registration.html. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: 07-79-07487

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at https://www.dir.ca.gov/Public-Works/Contractor-Registration.html. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: 07-79-07487

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years

Distribution -- Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at https://www.dir.ca.gov/Public-Works/Contractor-Registration.html. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: 07-79-07487

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years

Distribution -- Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at https://www.dir.ca.gov/Public-Works/Contractor-Registration.html. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: 07-79-07487

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years

Distribution -- Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at https://www.dir.ca.gov/Public-Works/Contractor-Registration.html. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater).

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: 07-79-07487

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

Photocopy this form for additional firms.

FEDERAL PROJECT NUMBER: 07-79-07487

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number / DIR Reg Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years
NAME City, State							< $1 million < $5 million < $10 million < $15 million Age of Firm in years

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

Back

NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246 AND 41 CFR PART 60-4)

The following Notice shall be included in, and shall be a part of all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of $10,000.

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation for each trade
_____	19.8 %	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non federally involved construction.
The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is:

State of _____

County of _____

City of _____

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: 19.8%

3. Project Description: _____

4. Project Location: _____

5. Bidder's Name: _____ 6. Prime Certified DBE: ☐ 7. Bid Amount: _____

8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount

Local Agency to Complete this Section upon Execution of Award

21. Local Agency Contract Number: _____

22. Federal-Aid Project Number: _____

23. Bid Opening Date: _____

24. Contract Award Date: _____

25. Award Amount: _____

15. TOTAL CLAIMED DBE PARTICIPATION

$ _____

_____ %

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

26. Local Agency Representative's Signature 27. Date

28. Local Agency Representative's Name 29. Phone

30. Local Agency Representative's Title

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.

16. Preparer's Signature 17. Date

18. Preparer's Name 19. Phone

20. Preparer's Title

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
3. Include additional copy with award package.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency - Enter the name of the local agency that is administering the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Location - Enter the project location(s) as it appears on the project advertisement.
4. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. Bidder's Name - Enter the contractor's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Bid Amount - Enter the total contract bid dollar amount for the prime contractor.
8. Total Dollar Amount for ALL Subcontractors – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. Total number of ALL subcontractors – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. Bid Item Number - Enter bid item number for work, services, or materials supplied to be provided.
11. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
14. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. Total Claimed DBE Participation - $: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
16. Preparer's Signature - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. Date - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. Preparer's Name - Enter the name of the person preparing and signing the contractor's DBE commitment form. **19. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. Preparer's Title - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION
21. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
22. Federal-Aid Project Number - Enter the Federal-Aid Project Number(s).
23. Bid Opening Date - Enter the date contract bids were opened.
24. Contract Award Date - Enter the date the contract was executed.
25. Award Amount – Enter the contract award amount as stated in the executed contract.
26. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
27. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
28. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
29. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
30. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s). _____ Bid Opening Date _____ CON

The County of Mariposa established a Disadvantaged Business Enterprise (DBE) goal of 19.8% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed**:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract
				0.00%
				0.00%
				0.00%
				0.00%

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:

These Statements and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of these Statements and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ___, has not X been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes ☐ No ☒

If the answer is yes, explain the circumstances in the following space:

_____

_____

_____

PUBLIC CONTRACT SECTION 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NON COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

This Non collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

To the County of Mariposa Department of Public Works:

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

"I declare under penalty of perjury under the laws of the State of California that the statement made in the foregoing statement is true and correct.

Signature _____ Date: 05/13/24

Ed Berlier, Vice President/GM

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes ☐ No ☒

If the answer is yes, explain the circumstances in the following space:

_____

_____

_____

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Back

FORM CD-512
(REV 12-04)

U.S. DEPARTMENT OF COMMERCE

CERTIFICATION REGARDING LOBBYING
LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over $100,000 or a loan or loan guarantee over $150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure occurring on or before October 23, 1996, and of not less than $11,000 and not more than $110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

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

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who falls to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure occurring on or before October 23, 1996, and of not less than $11,000 and not more than $110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
George Reed, Inc.	Roadway, Water, and Sewer Infrastructure Improvement Project Phase II
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Ed Berlier, Vice President/General Manager	
SIGNATURE	DATE
Ed Berlier	05/13/24

COUNTY OF MARIPOSA, DEPARTMENT OF PUBLIC WORKS

BIDDER'S BOND

Bond No. Bid Bond

We, George Reed, Inc. as Principal
and Western Surety Company as Surety are bound unto the County of Mariposa, hereafter referred to as "Obligee", in the penal sum of five* (5) percent of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

*Five Percent of the Total Amount of the Bid Dollars ($5% of the Total Bid)

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for:

Mariposa County Roadway, Water, and Sewer Infrastructure Improvements Project Phase II
EDA No. 07-79-07487

for which bids are to be opened at Mariposa on May 14, 2024.
NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the Specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files three bonds with the Obligee, one to guarantee faithful performance of the contract, second to guarantee payment for labor and materials as provided by law, and third to be a maintenance warranty bond, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Date: May 10 , 20 24

George Reed, Inc.
By: _____
Ed Berlier, VP/GM Principal

Western Surety Company
Surety
By: _____
Shawndrae N. Johnston Attorney-in-Fact

CERTIFICATE OF ACKNOWLEDGEMENT
State of California
County of _____

see attached CA notary acknowledgment

On _____ Before me, _____ ,
(here insert the name and title of the officer)
Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Stanislaus)

On May 13, 2024 before me, Madison L. Valenzuela, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Ed Berlier
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MADISON L. VALENZUELA
Notary Public · California
Stanislaus County
Commission # 2357381
My Comm. Expires May 12, 2025

Signature Madison Valenzuela
Signature of Notary Public
Madison L. Valenzuela

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

©2015 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa

On MAY 10 2024 before me, CYNTHIA DE LEON INUMERABLE, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Shawndrae N. Johnston
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

CYNTHIA DE LEON INUMERABLE
Notary Public - California
San Mateo County
Commission # 2459912
My Comm. Expires Aug 20, 2027

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Doreen Green, Shawndrae N Johnston, Individually

of San Ramon, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of April, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of April, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of May, 2024.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Back

OMB Number: 0610-0096
Expiration Date: 01/31/2025

U. S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION

EDA CONTRACTING PROVISIONS
FOR CONSTRUCTION PROJECTS

These EDA Contracting Provisions for Construction Projects (EDA Contracting Provisions) are intended for use by recipients receiving federal assistance from the U. S. Department of Commerce - Economic Development Administration (EDA). They contain provisions specific to EDA and other federal provisions not normally found in non-federal contract documents. The requirements contained herein must be incorporated into all construction contracts and subcontracts funded wholly or in part with federal assistance from EDA.

OMB Number: 0610-0096
Expiration Date: 01/31/2025

TABLE OF CONTENTS

1. Definitions
2. Applicability
3. Federally Required Contract Provisions
4. Required Provisions Deemed Inserted
5. Inspection by EDA Representatives
6. Examination and Retention of Contractor's Records
7. Construction Schedule and Periodic Estimates
8. Contractor's Title to Material
9. Inspection and Testing of Materials
10. "OR EQUAL" Clause
11. Patent Fees and Royalties
12. Claims for Extra Costs
13. Contractor's and Subcontractor's Insurance
14. Contract Security Bonds
15. Labor Standards - Davis-Bacon and Related Acts
16. Labor Standards - Contract Work Hours and Safety Standards Act
17. Equal Employment Opportunity
18. Contracting with Small, Minority and Women's Businesses
19. Health, Safety and Accident Prevention
20. Conflict of Interest and Other Prohibited Interests
21. New Restrictions on Lobbying
22. Historical and Archaeological Data Preservation
23. Clean Air and Water
24. Use of Lead-Based Paints on Residential Structures
25. Energy Efficiency
26. Environmental Requirements
27. Debarment, Suspension, Ineligibility and Voluntary Exclusions
28. EDA Project Sign
29. Buy America

1. DEFINITIONS

Agreement – The written instrument that is evidence of the agreement between the Owner and the Contractor overseeing the Work.

Architect/Engineer - The person or other entity engaged by the Recipient to perform architectural, engineering, design, and other services related to the work as provided for in the contract.

Contract – The entire and integrated written agreement between the Owner and the Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

Contract Documents – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents.

Contractor – The individual or entity with whom the Owner has entered into the Agreement.

Drawings or Plans – That part of the Contract Documents prepared or approved by the Architect/Engineer that graphically shows the scope, extent, and character of the Work to be performed by the Contractor.

EDA - The United States of America acting through the Economic Development Administration of the U.S. Department of Commerce or any other person designated to act on its behalf. EDA has agreed to provide financial assistance to the Owner, which includes assistance in financing the Work to be performed under this Contract. Notwithstanding EDA's role, nothing in this Contract shall be construed to create any contractual relationship between the Contractor and EDA.

Owner – The individual or entity with whom the Contractor has entered into the Agreement and for whom the Work is to be performed.

Project – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

Recipient – A non-Federal entity receiving a Federal financial assistance award directly from EDA to carry out an activity under an EDA program, including any EDA-approved successor to the entity.

Specifications – That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

Subcontractor – An individual or entity having direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

Work – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

2. APPLICABILITY

The Project to which the construction work covered by this Contract pertains is being assisted by the United States of America through federal assistance provided by the U.S. Department of Commerce - Economic Development Administration (EDA). Neither EDA, nor any of its departments, entities, or employees is a party to this Contract. The following EDA Contracting Provisions are included in this Contract and all subcontracts or related instruments pursuant to the provisions applicable to such federal assistance from EDA.

3. FEDERALLY REQUIRED CONTRACT PROVISIONS

(a) All contracts in excess of the simplified acquisition threshold - currently fixed at $150,000 (*see* 41 U.S.C. §§ 134 and 1908) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

(b) All contracts in excess of $10,000 must address termination for cause and for convenience by the Recipient including the manner by which it will be effected and the basis for settlement.

(c) All construction contracts awarded in excess of $10,000 by recipients of federal assistance and their contractors or subcontractors shall contain a provision requiring compliance with Executive Order 11246 of September 24, 1965, *Equal Employment Opportunity*, as amended by Executive Order 11375 of October 13, 1967, and Department of Labor implementing regulations at 41 C.F.R. part 60.

(d) All prime construction contracts in excess of $2,000 awarded by Recipients must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) as supplemented by Department of Labor regulations at 29 C.F.R. part 5. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) as supplemented by Department of Labor regulations at 29 C.F.R. part 3.

(e) All contracts awarded by the Recipient in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704 (the Contract Work Hours and Safety Standards Act) as supplemented by Department of Labor regulations at 29 C.F.R. part 5.

(f) All contracts must include EDA requirements and regulations that involve a requirement on the contractor or sub-contractor to report information to EDA, the Recipient or any other federal agency.

(g) All contracts must include EDA requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(h) All contracts must include EDA requirements and regulations pertaining to copyrights and rights in data.

(i) All contracts and subgrants in excess of $150,000 must contain a provision that requires compliance with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401 *et seq.*) and the Federal Water Pollution Control Act (Clean Water Act) (33 U.S.C. § 1251 *et seq.*), and Executive Order 11738, *Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants, or Loans*.

(j) Contracts must contain mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.§ 6201).

(k) Contracts must contain a provision ensuring that contracts are not to be made to parties on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180.

(l) Contracts must contain a provision ensure compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) under which contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(m) If the Recipient is a state agency or agency of a political subdivision of a state, any contract awarded must contain a provision ensuring compliance with section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act related to the procurement of recovered materials.

4. REQUIRED PROVISIONS DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion of correction.

5. INSPECTION BY EDA REPRESENTATIVES

The authorized representatives and agents of EDA shall be permitted to inspect all work, materials, payrolls, personnel records, invoices of materials, and other relevant data and records.

6. EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

(a) The Owner, EDA, or the Comptroller General of the United States, or any of their duly authorized representatives shall, generally until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders that do not exceed $10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Owner, EDA, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

7. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in a form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor also shall furnish the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only to determine the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

8. CONTRACTOR'S TITLE TO MATERIAL

No materials, supplies, or equipment for the work shall be purchased by the Contractor or by any subcontractor that is subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants and guarantees that he/she has good title to all work, materials, and equipment used by him/her in the Work, free and clear of all liens, claims, or encumbrances.

9. INSPECTION AND TESTING OF MATERIALS

All materials and equipment used in the completion of the Work shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. Materials of construction, particularly those upon which the strength and durability of any structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for intended uses.

10. "OR EQUAL" CLAUSE

Whenever a material, article, or piece of equipment is identified in the Contract Documents by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard. Any material, article, or equipment of other manufacturers and vendors that will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Architect/Engineer, of equal substance and function. However, such substitution material, article, or equipment shall not be purchased or installed by the Contractor without the Architect/Engineer's written approval.

11. PATENT FEES AND ROYALTIES

(a) Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Architect/Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.

(b) To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner and the Architect/Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

12. CLAIMS FOR EXTRA COSTS

No claims for extra work or cost shall be allowed unless the same was done in pursuance of a written order from the Architect/Engineer approved by the Owner.

13. CONTRACTORS AND SUBCONTRACTORS INSURANCE

(a) The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance reasonably required by the Owner, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until the insurance required of the subcontractor has been so obtained and approved.

(b) Types of insurance normally required are:

(1) Workers' Compensation
(2) Contractor's Public Liability and Property Damage
(3) Contractor's Vehicle Liability
(4) Subcontractors' Public Liability, Property Damage and Vehicle Liability
(5) Builder's Risk (Fire and Extended Coverage)

(c) **Scope of Insurance and Special Hazards:** The insurance obtained, which is described above, shall provide adequate protection for the Contractor and his/her subcontractors, respectively, against damage claims that may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him/her and also against any of the special hazards that may be encountered in the performance of this Contract.

(d) **Proof of Carriage of Insurance:** The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of applicable insurance policies.

14. CONTRACT SECURITY BONDS

(a) If the amount of this Contract exceeds $150,000, the Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the Contract price as security for the faithful performance of this Contract and also a payment bond in an amount equal to one hundred percent (100%) of the Contract price or in a penal sum not less than that prescribed by State, Territorial, or local law, as security for the payment of all persons performing labor on the Work under this Contract and furnishing materials in connection with this Contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law. Before final acceptance, each bond must be approved by EDA. If the amount of this Contract does not exceed $150,000, the Owner shall specify the amount of the payment and performance bonds.

(b) All bonds shall be in the form prescribed by the Contract Documents except as otherwise provided in applicable laws or regulations, and shall be executed by such sureties as are named in the current list of *Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies* as published in Treasury Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's

authority to act. Surety companies executing the bonds must also be authorized to transact business in the state where the Work is located.

15. **LABOR STANDARDS - DAVIS-BACON AND RELATED ACTS**
(as required by section 602 of PWEDA)

(a) **Minimum Wages**

(1) All laborers and mechanics employed or working upon the site of the Work in the construction or development of the Project will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act at 29 C.F.R. part 3, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor, which is attached hereto and made a part hereof, regardless of any contractual relationship that may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. § 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates determined under 29 C.F.R. § 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics to be employed under the Contract, but not listed in the wage determination, shall be classified in conformance with the wage determination. EDA shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(A) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(B) The classification is utilized in the area by the construction industry; and

(C) The proposed wage rate, including any bona fide fringe benefits, bears a

reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and EDA or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by EDA or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and EDA or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), EDA or its designee shall refer the questions, including the views of all interested parties and the recommendation of EDA or its designee, to the Administrator for determination.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(2)(ii) or (iii) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) **Withholding**

EDA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper employed or working on the site of the Work in the construction or development of the Project, all or part of the wages required by the Contract, EDA or its designee may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations

have ceased. EDA or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(c) **Payrolls and basic records**

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work in the construction or development of the Project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, the plan or program is financially responsible, and the plan or program has been communicated in writing to the laborers or mechanics affected, and provide records that show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (i) For each week in which Contract work is performed, the Contractor shall submit a copy of all payrolls to the Owner for transmission to EDA or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose. It may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402; or downloaded from the U.S. Department of Labor's website at https://www.dol.gov/whd/forms/wh347.pdf. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under 29 C.F.R. § 5.5(a)(3)(i) and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 C.F.R. part 3; and

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(iii)The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 15(c)(2)(ii) of this section.

(iv)The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 3729 of Title 31 of the U.S. Code.

(3) The Contractor or subcontractor shall make the records required under paragraph 15(c)(1) of this section available for inspection, copying, or transcription by authorized representatives of EDA or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, EDA or its designee may, after written notice to the Contractor or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. § 5.12.

(d) **Apprentices and Trainees**.

(1) **Apprentices**. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training (Bureau), or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any

apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a Project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) **Trainees.** Except as provided in 29 C.F.R. § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program that has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity

requirements of Executive Order 11246, *Equal Employment Opportunity*, as amended, and 29 C.F.R. part 30.

(e) **Compliance with Copeland Anti-Kickback Act Requirements**. The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) as supplemented by Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that the Contractor and any subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled. The Owner shall report all suspected or reported violations to EDA.

(f) **Subcontracts**. The Contractor and any subcontractors will insert in any subcontracts the clauses contained in 29 C.F.R. §§ 5.5(a)(1) through (10) and such other clauses as EDA or its designee may require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. § 5.5.

(g) **Contract termination; debarment**. The breach of the contract clauses in 29 C.F.R. § 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 C.F.R. § 5.12.

(h) **Compliance with Davis-Bacon and Related Act Requirements**. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this contract.

(i) **Disputes concerning labor standards**. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and EDA or its designee, the U.S. Department of Labor, or the employees or their representatives.

(j) **Certification of Eligibility**.

(1)By entering into this Contract, the Contractor certifies that neither it nor any person or firm that has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

(2) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

16. **LABOR STANDARDS - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which that person is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) **Violation; liability for unpaid wages, liquidated damages.** In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) **Withholding for unpaid wages and liquidated damages.** EDA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such Contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

(d) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (c) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (c) of this section.

17. **EQUAL EMPLOYMENT OPPORTUNITY**

(a) The Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. chapter 60, which is paid for in whole or in part with funds obtained from EDA, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by EDA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of

this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph 17(a)(1) and the provisions of paragraphs 17(a)(1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as EDA or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by EDA or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(9) The Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally-assisted construction work. Provided, however, that if the Recipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government that does not participate in work on or under the Contract.

(10)The Recipient agrees that it will assist and cooperate actively with EDA and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish EDA and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist EDA in the discharge of the EDA's primary responsibility for securing compliance.

(11) The Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by EDA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Recipient agrees that if it fails or refuses to comply with these undertakings, EDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this EDA financial assistance; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case

to the Department of Justice for appropriate legal proceedings.

(b) Exemptions to Above Equal Opportunity Clause (41 C.F.R. chapter 60):

(1) Contracts and subcontracts not exceeding $10,000 (other than Government bills of lading, and other than contracts and subcontracts with depositories of Federal funds in any amount and with financial institutions which are issuing and paying agents for U.S. savings bonds and savings notes) are exempt. The amount of the Contract, rather than the amount of the federal financial assistance, shall govern in determining the applicability of this exemption.

(2) Except in the case of subcontractors for the performance of construction work at the site of construction, the clause shall not be required to be inserted in subcontracts below the second tier.

(3) Contracts and subcontracts not exceeding $10,000 for standard commercial supplies or raw materials are exempt.

18. **CONTRACTING WITH SMALL, MINORITY AND WOMEN'S BUSINESSES**

(a) If the Contractor intends to let any subcontracts for a portion of the work, the Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services.

(b) Affirmative steps shall consist of:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

(4) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises;

(5) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies;

(6) Requiring each party to a subcontract to take the affirmative steps of this section; and

(7) The Contractor is encouraged to procure goods and services from labor surplus area firms.

19. **HEALTH, SAFETY, AND ACCIDENT PREVENTION**

(a) In performing this contract, the Contractor shall:

(1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;

(2) Protect the lives, health, and safety of other persons;

(3) Prevent damage to property, materials, supplies, and equipment; and

(4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

(1) Comply with regulations and standards issued by the Secretary of Labor at 29 C.F.R. part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 – 3708); and

(2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this Contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 C.F.R. part 1904.

(d) The Owner shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the Work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Owner may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as EDA, or the Secretary of Labor shall direct as a means of enforcing such provisions.

20. CONFLICT OF INTEREST AND OTHER PROHIBITED INTERESTS

(a) No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part hereof.

(b) No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

(c) The Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the Contract Documents has a corporate or financial affiliation with the supplier or manufacturer.

(d) The Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, may be involved. Such a conflict may arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in the Contractor. The Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from the Contractor or subcontractors.

(e) If the Owner finds after a notice and hearing that the Contractor, or any of the Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of the Owner or EDA in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, the Owner may, by written notice to the Contractor, terminate this Contract. The Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which the Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.

(f) In the event this Contract is terminated as provided in paragraph (e) of this section, the Owner may pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Contract by the Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, the Owner may pursue exemplary damages in an amount (as determined by the Owner) which shall not be less than three nor more than ten times the costs the Contractor incurs in providing any such gratuities to any such officer or employee.

21. RESTRICTIONS ON LOBBYING

(a) This Contract, or subcontract is subject to 31 U.S.C. § 1352, regarding lobbying restrictions. The section is explained in the common rule, 15 C.F.R. part 28 (55 FR 6736-6748, February 26, 1990). Each bidder under this Contract or subcontract is generally prohibited from using federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this EDA Award.

(b) **Contract Clause Threshold**: This Contract Clause regarding lobbying must be included in each bid for a contract or subcontract exceeding $100,000 of federal funds at any tier under the EDA Award.

(c) **Certification and Disclosure**: Each bidder of a contract or subcontract exceeding $100,000 of federal funds at any tier under the federal Award must file Form CD-512, *Certification Regarding Lobbying – Lower Tier Covered Transactions*, and, if applicable, Standard Form-LLL, *Disclosure of Lobbying Activities*, regarding the use of any nonfederal funds for lobbying. Certifications shall be retained by the Contractor or subcontractor at the next higher tier. All disclosure forms, however, shall be forwarded from tier to tier until received by the Recipient of the EDA Award, who shall forward all disclosure forms to EDA.

(d) **Continuing Disclosure Requirement**: Each Contractor or subcontractor that is subject to the Certification and Disclosure provision of this Contract Clause is required to file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person. Disclosure forms shall be forwarded from tier to tier until received by the Recipient of the EDA Award, who shall forward all disclosure forms to EDA.

(e) **Indian Tribes, Tribal Organizations, or Other Indian Organizations**: Indian tribes, tribal organizations, or any other Indian organizations, including Alaskan Native organizations, are excluded from the above lobbying restrictions and reporting requirements, but only with respect to expenditures that are by such tribes or organizations for lobbying activities permitted by other federal law. An Indian tribe or organization that is seeking an exclusion from Certification and Disclosure requirements must provide EDA with the citation of the provision or provisions of federal law upon which it relies to conduct lobbying activities that would otherwise be subject to the prohibitions in and to the Certification and Disclosure requirements of 31 U.S.C. § 1352, preferably through an attorney's opinion. Note, also, that a non-Indian subrecipient, contractor, or subcontractor under an award to an Indian tribe, for example, is subject to the restrictions and reporting requirements.

22. HISTORICAL AND ARCHAEOLOGICAL DATA PRESERVATION

The Contractor agrees to facilitate the preservation and enhancement of structures and objects of historical, architectural or archaeological significance and when such items are found and/or unearthed during the course of project construction. Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the Owner and a representative of EDA. Construction shall be temporarily halted pending the notification process and further directions issued by EDA after consultation with the State Historic

Preservation Officer (SHPO) for recovery of the items. *See* the National Historic Preservation Act of 1966 (54 U.S.C. § 300101 *et seq.*, formerly at 16 U.S.C. § 470 *et seq.*) and Executive Order No. 11593 of May 31, 1971.

23. **CLEAN AIR AND WATER**

Applicable to Contracts in Excess of $150,000

(a) **Definition.** "Facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location, or site of operations, owned, leased, or supervised by the Contractor or any subcontractor, used in the performance of the Contract or any subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the United States Environmental Protection Agency (EPA) determines that independent facilities are collocated in one geographical area.

(b) In compliance with regulations issued by the EPA, 2 C.F.R. part 1532, pursuant to the Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*); the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 *et seq.*); and Executive Order 11738, the Contractor agrees to:

(1) Not utilize any facility in the performance of this contract or any subcontract which is listed on the Excluded Parties List System, part of the System for Award Management (SAM), pursuant to 2 C.F.R. part 1532 for the duration of time that the facility remains on the list;

(2) Promptly notify the Owner if a facility the Contractor intends to use in the performance of this contract is on the Excluded Parties List System or the Contractor knows that it has been recommended to be placed on the List;

(3) Comply with all requirements of the Clean Air Act and the Federal Water Pollution Control Act, including the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all applicable clean air and clean water standards; and

(4) Include or cause to be included the provisions of this clause in every subcontract and take such action as EDA may direct as a means of enforcing such provisions.

24. **USE OF LEAD-BASED PAINTS ON RESIDENTIAL STRUCTURES**

(a) If the work under this Contract involves construction or rehabilitation of residential structures over $5,000, the Contractor shall comply with the Lead-based Paint Poisoning Prevention Act (42 U.S.C. § 4831). The Contractor shall assure that paint or other surface coatings used in a residential property does not contain lead equal to or in excess of 1.0 milligram per square centimeter or 0.5 percent by weight or 5,000 parts per million (ppm) by weight. For purposes of this section, "residential property" means a dwelling unit, common areas, building exterior surfaces, and any surrounding land, including outbuildings, fences and play equipment affixed to the land, belonging to an owner and available for use by residents, but not

including land used for agricultural, commercial, industrial or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways.

(b) As a condition to receiving assistance under PWEDA, recipients shall assure that the restriction against the use of lead-based paint is included in all contracts and subcontracts involving the use of federal funds.

25. **ENERGY EFFICIENCY**

The Contractor shall comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201) for the State in which the Work under the Contract is performed.

26. **ENVIRONMENTAL REQUIREMENTS**

When constructing a Project involving trenching and/or other related earth excavations, the Contractor shall comply with the following environmental constraints:

(1) **Wetlands**. When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert wetlands.

(2) **Floodplains**. When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert 100 year floodplain areas delineated on the latest Federal Emergency Management Agency (FEMA) Floodplain Maps, or other appropriate maps, i.e., alluvial soils on Natural Resource Conservation Service (NRCS) Soil Survey Maps.

(3) **Endangered Species**. The Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the Contractor, the Contractor will immediately report this evidence to the Owner and a representative of EDA. Construction shall be temporarily halted pending the notification process and further directions issued by EDA after consultation with the U.S. Fish and Wildlife Service.

27. **DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSIONS**

As required by Executive Orders 12549 and 12689, *Debarment and Suspension*, 2 C.F.R. Part 180 and implemented by the Department of Commerce at 2 C.F.R. part 1326, for prospective participants in lower tier covered transactions (except subcontracts for goods or services under the $25,000 small purchase threshold unless the subrecipient will have a critical influence on or substantive control over the award), the Contractor agrees that:

(1) By entering into this Contract, the Contractor and subcontractors certify, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency.

(2) Where the Contractor or subcontractors are unable to certify to any of the statements in this certification, the Contractor or subcontractors shall attach an explanation to this bid.

See also 2 C.F.R. part 180 and 2 C.F.R. § 200.342.

28. **EDA PROJECT SIGN**

The Contractor shall supply, erect, and maintain in good condition a Project sign according to the specifications provided by EDA. To the extent practical, the sign should be a free standing sign. Project signs shall not be located on public highway rights-of-way. Location and height of signs will be coordinated with the local agency responsible for highway or street safety in the Project area, if any possibility exists for obstructing vehicular traffic line of sight. Whenever the EDA site sign specifications conflict with State law or local ordinances, the EDA Regional Director will permit such conflicting specifications to be modified so as to comply with State law or local ordinance.

29. **BUY AMERICA**

To the greatest extent practicable, contractors are encouraged to purchase American-made equipment and products with funding provided under EDA financial assistance awards.

California Environmental Protection Agency

Air Resources Board

January 1, 2024

CERTIFICATE OF REPORTED COMPLIANCE
OFF-ROAD DIESEL VEHICLE REGULATION

is issued to

GEORGE REED, INC.

This certificate indicates that the fleet listed above has reported off-road diesel vehicles to the California Air Resources Board and has certified they are in compliance with title 13 CCR, section 2449. All applicable vehicles owned by the individual, company, or agency must be reported and labeled, as specified in Section 2449, with all possible completeness, else this certificate is null and void **Certificate expires 2/28/2025**

Jack Kitowski
Chief, Mobile Source Control Division
California Air Resources Board

Off-road Diesel Fleet Identification

517

To verify the authenticity of this certificate, enter this number at
http://www.arb.ca.gov/doors/compliance_cert1.html

Western Surety Company

PERFORMANCE BOND

Bond No. 30218117 Premium: $19,515.00

KNOW ALL MEN BY THESE PRESENTS:

That we, George Reed, Inc. (Contractor), as Principal, and Western Surety Company, of 910 Pleasant Grove Blvd., Ste. 120-347 Roseville, CA 95678, as Surety, are held and firmly bound unto County of Mariposa Public Works (Owner), as Obligee, in the penal sum of Four Million Four Hundred Forty One Thousand Two Hundred Forty Four Dollars and 00/100 DOLLARS ($ 4,441,244.00), lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor, Principal herein, has, by written agreement dated May 28, 2024, entered into a contract with owner for ROADWAY, WATER, AND SEWER INFRASTRUCTURE IMPROVEMENT PROJECT PHASE II; EDA No. 07-79-07487 in accordance with drawings and specifications prepared by N/A which contract is by reference made a part hereof, and is hereafter referred to as the "Contract."

NOW, THEREFORE, a condition of this obligation is such that, if the contractor shall faithfully perform work contracted to be performed and comply with all provisions of the Contract, then this obligation shall be void; otherwise to remain in full force and effect. The total amount of the Surety's liability under this bond shall in no event exceed the penal sum hereof.

No right of action or recovery shall accrue hereunder to or for the use of any person or entity other than the Owner named herein, its heirs, executors, administrators or successors.

Provided, however, as to the Owner, the right of recovery shall be upon the following expressed conditions, the performance of which shall be a condition precedent:

First: That in the event of any default on the part of the Principal, written notice thereof shall be delivered to the Surety as promptly as possible, and in any event within ten (10) days after the Owner shall become aware of such defaults, no further payments shall be made under the said Contract without the written consent of Surety. If the Principal shall abandon said Contract of be compelled by the Owner to cease operations thereunder, then Surety shall have the option to proceed or procure others to proceed with the performance of such Contract, and all reserves, deferred payments, and other monies provided by said Contract to be paid to the Principal shall be paid to the Surety, at the same time and under the same conditions as by the terms of said Contract such monies would have been paid to the Principal had the Contract been performed by the Principal. The Surety shall be entitled to all such payments and monies in preferences to any assignee of the Principal or any adverse claimant; but if the Owner shall complete or re-let the Contract , all reserves, deferred payments or other monies remaining after payment for such completion shall be paid to the Surety or applied as the Surety may direct toward the settlement of any obligation or liability incurred hereunder.

Second: That the Owner shall faithfully perform al of the terms, covenants and conditions of said Contract on the part of the Owner contracted to be performed. In no event shall payment or payments to the Contractor for Owner be in an amount greater than ninety percent (90%) of the value of the work performed by Contractor to the date of such payment. Owner shall retain the remaining ten percent (10%) of all payments and all reserves or deferred payments for a period of thirty (30) days after completion and acceptance of the total project by the Owner, or a period to correspond to the applicable lien period in which notices of claims or claims of lien by persons performing work or furnishing materials may be files, or until all such claims have been paid, unless the Surety shall consent in writing to the payment of said final payment, reserve or deferred payments.

Third: That the Surety shall not be liable for any damages resulting from strikes, labor difficulties, or from mobs, riots, civil commotion, public enemy, fire, the elements, shifting of elements, acts of God or defects or faults in the plans or specifications referred to in said Contract or for repairs or reconstruction of any work or materials damaged or destroyed by any

of said causes; or for damages arising out of injuries to persons or property of for the death of any person or persons, or by virtue of any statutory provision for damages or compensation for injury to or the death of any employee; or for the infringement or validity of any patent; or for the efficiency or wearing qualities of any work done or materials furnished or the maintenance therefor repairs thereto; or for the furnishing of any bond or obligation other than this instrument.

Fourth: that no suit, action or preceding by the Owner to recover on this bond shall be sustained unless the same be commenced within twenty-five (25) months from the date upon which the Owner gave Surety written notice if defaults as provided herein.

Fifth: That the Surety is obligated only to the dollar amount shown on the face of this bond. If any additions or alterations of the original Contract upon which this bond was issued occur, increasing or altering the contract price, the Surety is obligated only to the proportional amount that the original Contract bears to the altered contract price, unless expressly waived by the Surety in writing.

SIGNED, sealed and dated this 3rd day of June, 2024.

George Reed, Inc.
(Principal)

By: _____

Title: Ed Berller, Vice President – General Manager

Western Surety Company

By: _____
Shawndrae N. Johnston (Attorney-in-Fact)

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa

On JUN 03 2024 before me, CYNTHIA DE LEON INUMERABLE, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Shawndrae N. Johnston
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

CYNTHIA DE LEON INUMERABLE
Notary Public - California
San Mateo County
Commission # 2459912
My Comm. Expires Aug 20, 2027

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint **Shawndrae N. Johnston**, **Individually**

of San Ramon, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts –

Surety Bond No: 30218117
Principal: George Reed, Inc.
Obligee: County of Mariposa Public Works

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of June, 2024.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022.

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Western Surety Company

Bond No. 30218117
Premium: Included in Performance Bond

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That George Reed, Inc., Principal, and Western Surety Company, Surety, are firmly held and firmly bound unto County of Mariposa Public Works, Obligee, in the sum of Four Million Four Hundred Forty One Thousand Two Hundred Forty Four Dollars and 00/100 Dollars ($ 4,441,244.00), for payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated May 28, 2024 for ROADWAY, WATER, AND SEWER INFRASTRUCTURE IMPROVEMENT PROJECT PHASE II; EDA No. 07-79-07487, copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall promptly make payment to all persons supplying labor and material incorporated in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED HOWEVER, that the Obligee having required the said Principal to furnish this bond in accordance with any applicable statutes, all rights and remedies shall inure solely to the statutory beneficiaries in accordance with the provisions, conditions, and limitations of said applicable statutes to the same extent as if they were copied at length herein.

SIGNED, SEALED AND DATED this 3rd day of June, 2024.

George Reed, Inc.

By: _____
Ed Berlier, Vice President – General Manager

Western Surety Company

By: _____
Shawndrae N. Johnston (Attorney-In-Fact)

WESTERN SURETY COMPANY SOUTH DAKOTA CORPORATE SEAL

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa

On JUN 03 2024 (Date) before me, CYNTHIA DE LEON INUMERABLE, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Shawndrae N. Johnston (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint **Shawndrae N. Johnston**, **Individually**

of San Ramon, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: 30218117
Principal: George Reed, Inc.
Obligee: County of Mariposa Public Works

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority; and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of June, 2024.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

No. 3472

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

AMENDED

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

WESTERN SURETY COMPANY

of SIOUX FALLS, SOUTH DAKOTA *, organized under the laws of* SOUTH DAKOTA *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

SURETY and LIABILITY

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 21ST *day of* MARCH, 1975, *I have hereunto set my hand and caused my official seal to be affixed this* 21ST *day of* MARCH, 1975.

Fee

Rec. No.

Filed

By

WESLEY J. KINDER
Insurance Commissioner

Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

FORM CB-3

STATE OF CALIFORNIA

Gavin Newsom, Governor

DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF SELF-INSURANCE PLANS
11050 Olson Drive, Suite 230
Rancho Cordova,CA 95670
Phone No. (916) 464-7000
FAX (916) 464-7007

CERTIFICATION OF SELF-INSURANCE OF WORKERS' COMPENSATION

TO WHOM IT MAY CONCERN:

This certifies that Certificate of Consent to Self-Insure No. **2106-A** was issued by the Director of Industrial Relations to:

George Reed, Inc.

under the provisions of Section 3700, Labor Code of California with an effective date of **August 1, 1988.** The certificate is currently in full force and effective.

Dated at Sacramento, California
This day the 08th of January 2024

Lyn Asio Booz, Chief

ORIG: Krissy Deleon
Risk & Claims Coordinator
Reed Family Companies
928 12th Street, Ste. 700
Modesto, Ca 95354

NUMBER : **2106 - A**

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

George Reed, Inc.

(Name of Subsidiary)
STATE OF INCORPORATION CA

Reed Family Companies

(Master CertificateHolder)
STATE OF INCORPORATION CA

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure, holder of Master Certificate No, 2106.

This certificate may be revoked at any time for good cause shown.*

EFFECTIVE DATE : **August 1, 1988**

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

Lyn Asio Booz, Chief

Katrina S. Hagen, Director

*Revocation of Certificate.--"A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of solvency of such employer, the inability of the employer to fulfill his obligations, or the practice of such employer or his agent in charge of the administration of obligations, under the this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him."(Section 3702 of Labor Code.) The Certificate may be revoked for non compliance with Title 8, California Administrative Code, Group 2 -- Administration of Self Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Andreini & Company-San Mateo 220 West 20th Ave San Mateo CA 94403	CONTACT NAME: Colleen Bradley PHONE (A/C, No, Ext): 650-378-4283 FAX (A/C, No): 650-378-4361 E-MAIL ADDRESS: cbradley@andreini.com
INSURED REEDF-1 George Reed, Inc. P.O. Box 4760 Modesto, CA 95352	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Hartford Fire Insurance Co. 19682 INSURER B : National Fire & Marine Ins Co 20079 INSURER C : Ironshore Specialty Ins. Co. 25445 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 64677861 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:	Y		51CSEQU2541	3/1/2024	3/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X Phys. Damage	Y		51CSEQU2542	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Phys. Damage	$ 2,000,000 $ $ $ $ ACV
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 25,000			42UMO10050408	3/1/2024	3/1/2025	EACH OCCURRENCE AGGREGATE $ Following Form	$ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	CA Self Insured $ Certifcate $ Attached $
C	Pollution			ICELLUW00157715	3/1/2024	3/1/2025	Ea. Loss / Aggregate	$2M / $4M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: All California Operations The County of Mariposa, its board members, officers, directors, officials, agents, employees and volunteers, Owner Indemnities are included as Additional Insured on a primary and non-contributory basis with respect to General and Auto Liability per attached endorsements with Waivers of Subrogation granted, if required by written contract. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

CERTIFICATE HOLDER

County of Mariposa
4639 Ben Hur Road
Mariposa CA 95338

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(1) The agreement requires you to provide direct primary insurance for the lessor and

(2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

© 2011, The Hartford (Includes copyrighted material of ISO Properties, Inc., with its permission.)

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(3)** and **(4)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

© 2011, The Hartford (Includes copyrighted material of ISO Properties, Inc., with its permission.)

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. **AMENDED FELLOW EMPLOYEE EXCLUSION**

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. **HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. **PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

6. **LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. **AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. **ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

© 2011, The Hartford (Includes copyrighted material of ISO Properties, Inc., with its permission.)

(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

© 2011, The Hartford (Includes copyrighted material of ISO Properties, Inc., with its permission.)

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

© 2011, The Hartford (Includes copyrighted material of ISO Properties, Inc., with its permission.)

POLICY NUMBER: 51CSEQU2541

CONTRACTORS BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

INDEX

1. Alienated Premises Coverage 1
2. Damage To Your Work 1
3. That Particular Part 1
4. Contractors Limited Professional Liability 2
5. Per Project and Per Location General Aggregate Limits Of Insurance 2
6. Medical Payments Coverage - Including Products - Completed Operations 3
7. Injury To Employee's Reputation With Respect To Incidental Medical Malpractice 3
8. Bodily Injury Employee Suits 4
9. Consolidated Insurance (Wrap-Up) Programs 4
10. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability 5
11. Supplementary Payments 5
12. Two Or More Coverage Parts Or Policies Issued By Us 6
13. Notice of Cancellation to Certificate Holders 6
14. Contractual Liability Coverage For Personal And Advertising Injury 6
15. Insured Contract Definition 6

1. ALIENATED PREMISES COVERAGE

Exclusion j. Damage To Property of **Section I - Coverage A** is amended as follows:

a. The following exception to the exclusion is deleted:

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

b. This exception is replaced by the following:

Paragraph **(2)** of this exclusion does not apply if the premises are "your work".

2. DAMAGE TO YOUR WORK

A. Section I - Coverage A - Bodily Injury And Property Damage Liability, Paragraph **1. Insuring Agreement** is amended to add the following:

f. Damages because of "property damage" include damages the insured becomes legally obligated to pay because of "property damage" to "your work" or caused by "your work", and such "property damage" shall be deemed to be caused by an "occurrence", if not intended or expected from the standpoint of the insured, regardless of whether the "property damage" arises from breach of contract.

B. Exclusion l. Damage To Your Work of **Section I - Coverage A** is replaced by the following:

l. Damage to Your Work

"Property damage" to that particular part of "your work" that must be restored, repaired or replaced because "your work" was incorrectly performed and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work performed incorrectly was performed on your behalf by a subcontractor.

This Paragraph **2.B.** does not apply if **Exclusion l. Damage To Your Work** has been otherwise modified by endorsement.

3. THAT PARTICULAR PART

This Paragraph **3.** applies to **Exclusion j. Damage to Property**, subparagraphs **(5)**, and **(6)**, Exclusion **k. Damage to Your Product**, and Exclusion **l. Damage to Your Work**.

© 2020, The Hartford

When performing operations as a "general contractor", the term that particular part shall not mean the entire construction, improvement or renovation project. For purposes of this provision, the term "general contractor" means the contractor signing the prime construction contract for a construction, erection, improvement or renovation project and that has main responsibility for such project including hiring all of the subcontractors and suppliers.

4. **CONTRACTORS LIMITED PROFESSIONAL LIABILITY**

The following exclusion is added to Paragraph **2., Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and to Paragraph **2., Exclusions** of **Section I - Coverage B - Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

Professional services include:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and

(2) Supervisory or inspection activities performed as a part of any related architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

This exclusion does not apply to your operations in connection with construction work performed by you or on your behalf.

However, this exception to the exclusion will not apply if you are in the business or profession of providing the professional services described above independent from the construction work performed by you or on your behalf.

In the event this insurance applies to any injury, damage, loss, cost or expense covered by Professional Liability insurance issued by a company unaffiliated with us, then the insurance afforded under this Coverage Part is excess over such other valid and collectible Professional Liability insurance (including any deductible or self-insured retention portion thereof), and any other valid and collectible insurance available to the insured whether primary, excess, contingent or on any other basis.

5. **PER PROJECT AND PER LOCATION GENERAL AGGREGATE LIMITS OF INSURANCE**

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A**, and for all medical expenses caused by accidents under **Section I - Coverage C**, which can be attributed only to ongoing operations at a single "project" or a single "location";

1. A separate Per Project General Aggregate Limit or a separate Per Location General Aggregate Limit applies to each "project" or "location", whichever is applicable. The Per Project General Aggregate Limit and Per Location Aggregate Limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Per Project General Aggregate Limit or the Per Location General Aggregate Limit, whichever applies, is the most we will pay for the sum of all damages under **Coverage A.** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **Coverage C** regardless of the number of;

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the Per Project General Aggregate Limit for that "project" or the Per Location General Aggregate for that "location", whichever applies. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, the Per Project General Aggregate Limit for any other "project", or the Per Location General Aggregate Limit for any other "location".

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of

being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Per Project General Aggregate Limit if attributable only to ongoing operations at a single "project" or the Per Location General Aggregate if attributable only to ongoing operations at a single "location".

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A** and for all medical expenses caused by accidents under **Section I - Coverage C** , which cannot be attributed only to ongoing operations at a single "project" or a single "location";

1. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Per Project General Aggregate Limit or any Per Location General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit,or any Per Project General Aggregate Limit or any Per Location General Aggregate Limit.

D. The provisions of **Section III - Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

E. For the purposes of Paragraph **5.**, the following definitions apply:

"Project" means a premises an insured does not own or rent and where such insured performs construction-related operations. Each "project" involving the same or connecting lots, or premises whose connection is separated by a street, roadway, waterway, railroad or right-of-way shall be considered a single "project".

1. If a "project" has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the "project" shall be considered a single "project". "Project" does not include a premises that is a "location".

2. "Location" means a premises an insured owns or rents and where such insured performs business operations other than construction-related operations. Each "location" involving the same or connecting lots, or premises whose connection is separated by a street, roadway, waterway or right-of-way railroad shall be considered a single "location." "Location" does not include a premises that is a "project".

This provision does not apply if the Per Project and the Per Location General Aggregate Limit has been otherwise modified by endorsement.

6. MEDICAL PAYMENTS COVERAGE - INCLUDING PRODUCTS-COMPLETED OPERATIONS

Paragraph **1.a.** of the **Insuring Agreement - Coverage C** is replaced by the following:

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent;

(3) Because of your operations; or

(4) Included within the definition of the "products-completed operations hazard;"

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

7. INJURY TO EMPLOYEE'S REPUTATION WITH RESPECT TO INCIDENTAL MEDICAL MALPRACTICE

A. The following is added to Paragraph **1.e.** of the **Insuring Agreement - Coverage A**:

(3) With respect to incidental medical malpractice, "bodily injury" includes damages claimed for injury to emotions or reputation of an "employee" arising out of the rendering or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic services.

B. The following exclusion is added to **Coverage B - Personal and Advertising Injury**:

"Personal and advertising injury arising out of the rendering or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic.

8. **BODILY INJURY EMPLOYEE SUITS**

A. "Bodily injury" as listed in Paragraph **2.a.(1)** of **Section II - Who Is An Insured,** does not apply to **2.a.(1)(a)** through **2.a.(1)(c).**

B. Part **a**. of Paragraph **4. Nonowned Watercraft** in **Section II - Who Is An Insured** does not apply.

9. **CONSOLIDATED INSURANCE (WRAP-UP) PROGRAMS**

The following exclusion is added to **Section I Coverage A:**

This insurance does not apply to any "bodily injury" or "property damage" arising out of any "wrap project or premises" where an insured under this policy is or was also an insured under one or more commercial general liability (CGL) policies (including any umbrella or excess policies that include the commercial general liability policy(ies) as underlying insurance) included within a "consolidated insurance (wrap-up) program." This exclusion applies even if the limits of insurance for such "consolidated insurance (wrap-up) program" are exhausted or not collected for any reason, including bankruptcy or insolvency of the insurer providing coverage for the "consolidated insurance (wrap-up) program". This exclusion also applies if the CGL coverage afforded under the "consolidated insurance (wrap-up) program" is narrower in scope than the coverage provided by this policy.

This exclusion does not apply to:

A. **Products-Completed Operations Hazard Exception**

"Bodily injury" or "property damage" arising out of an "insured's operations" at or in connection with a "wrap project or premises" when such "bodily injury" or "property damage" commences after the "products-completed operations hazard" coverage or any completed operations extension coverage provided by the applicable "consolidated insurance (wrap-up) program" has ended or is no longer in effect.

B. **Off-Site Location Exception**

"Bodily injury" or "property damage" resulting from an "insured's operations" at or in connection with a "wrap project or premises" at a location to which the applicable "consolidated insurance (wrap-up) program" does not apply.

C. **Repair Work And Punch List Work Exception**

"Bodily injury" or "property damage" resulting from "repair work" or "punch list work" at a "wrap project or premises" but only when the applicable "consolidated insurance (wrap-up) program" does not apply or no longer applies to such "repair work" or "punch list work".

This exception does not apply to the cost of performing such "repair work" or "punch list work", or to the "repair work" or "punch list work" itself.

D. **Additional Insured Extension**

"Bodily injury" or "property damage" for which you are solely an additional insured under the "consolidated insurance (wrap-up) program".

The coverage provided under Paragraphs **9.A** through **9.D.** above is subject to all terms, conditions and exclusions of this policy.

For purposes of Paragraph **9**, the following definitions apply:

"Consolidated insurance (wrap-up) program" means any agreement or arrangement, including any contractor-controlled, owner-controlled, project-specific or similar insurance program under which one or more contractor(s) working on a specified project are insured under one or more commercial general liability (CGL) policies (including any umbrella or excess policies that include the commercial general liability policy(ies) as underlying insurance) issued by a specified carrier for injury or damage arising out of operations conducted in connection with or necessary or incidental to the project.

"Insured's operations" means all operations performed by a named insured (and not sub-contracted or performed by others on the insured's behalf).

"Punch list work" means the "insured's operations" at or in connection with a "wrap project or premises" in order to complete the work called for in an insured's contract for the "wrap project or premises".

"Repair work" means the "insured's operations" that are service, maintenance, correction, repair, replacement work, or periodic inspection performed by an insured at or in connection with a "wrap project or premises", in order to replace or repair an insured's completed work.

."Wrap project or premises" means any premises or construction, erection, improvement or renovation project subject to a "consolidated insurance (wrap-up) program".

10. **ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY**

A. **Exclusion p.** of **Section I - Coverage A - Bodily Injury And Property Damage** Liability is replaced by the following:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to liability for damages because of "bodily injury".

B. **Exclusion w.** of **Section 1 - Coverage B - Personal and Advetising Injury** is replaced by the following: **:**

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

C. The following Paragraph is added to **Section III - Limits Of Insurance**:

Subject to Paragraph **5. Each Occurrence Limit**, the most we will pay under **Coverage A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is $100,000, unless modified by endorsement.

D. The following definition is added to **Section V - Definitions**:

"Electronic data" means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from;

computer software, (including systems and applications software) hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

E. For the purposes of the coverage provided by this provision, the definition of "property damage" in **Section V - Definitions** is replaced by the following:

"Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

11. SUPPLEMENTARY PAYMENTS

In the **Supplementary Payments - Coverages A and B** provision:

The limit for the cost of bail bonds is increased to $2,500.

12. TWO OR MORE COVERAGE PARTS OR POLICIES ISSUED BY US

If this policy and any other policy issued to an insured by us or any affiliated company provides coverage that applies to the same claim or damages, the maximum applicable limit(s) of liability or limit of insurance under all the policies will not exceed the highest applicable limit of liability or limit of insurance under any one policy. This condition does not apply to any policy issued by us or an affiliated company specifically written to apply as excess insurance over this policy.

13. NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

14. CONTRACTUAL LIABILITY COVERAGE FOR PERSONAL AND ADVERTISING INJURY

Exclusion e. of **SECTION I - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** is replaced by the following:

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "personal and advertising injury" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

15. INSURED CONTRACT DEFINITION

a. INSURED CONTRACT-CONSTRUCTION OPERATIONS AND MUNICIPAL WORK

Paragraph **d.** of the definition of "insured contract" in **Section V - Definitions** is deleted and replaced by the following:

An obligation, as required by ordinance, to indemnify a municipality.

b. CONTRACTUAL LIABILITY

Paragraph **f.** of the definition of "insured contract" is deleted and replaced by the following:

That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury", "property damage", or "personal and advertising injury" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

All other terms and conditions in the policy remain unchanged.

"General Decision Number: CA20240018 04/26/2024

Superseded General Decision Number: CA20230018

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker

protections under the Executive Orders is available at
http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	01/19/2024
3	01/26/2024
4	02/09/2024
5	02/16/2024
6	02/23/2024
7	03/01/2024
8	03/08/2024
9	03/15/2024
10	04/12/2024
11	04/26/2024

ASBE0016-004 01/01/2021

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
Area 1	$ 30.45	10.60
Area 2	$ 36.53	9.27

ASBE0016-008 01/01/2024

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS, & TUOLUMNE

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1	$ 84.76	25.07
Area 2	$ 64.56	25.07

BOIL0549-001 01/01/2021

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1	$ 49.62	41.27
Area 2	$ 45.60	38.99

BRCA0003-001 08/01/2022

	Rates	Fringes
MARBLE FINISHER	$ 39.20	18.31

BRCA0003-003 08/01/2022

	Rates	Fringes
MARBLE MASON	$ 56.98	28.54

BRCA0003-005 05/01/2022

	Rates	Fringes
BRICKLAYER		
(1) Fresno, Kings, Madera, Mariposa, Merced	$ 47.88	23.29
(7) San Francisco, San Mateo	$ 53.69	26.03
(8) Alameda, Contra Costa, San Benito, Santa Clara	$ 53.61	23.81
(9) Calaveras, San Joaquin, Stanislaus, Toulumne	$ 45.12	21.55
(16) Monterey, Santa Cruz	$ 50.78	25.42

BRCA0003-008 07/01/2022

	Rates	Fringes
TERRAZZO FINISHER	$ 41.93	18.98
TERRAZZO WORKER/SETTER	$ 56.84	27.53

BRCA0003-011 04/01/2022

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
TILE FINISHER		
Area 1	$ 33.86	17.54
Area 2	$ 30.90	17.67
Area 3	$ 29.89	16.80
Tile Layer		

Area 1	$ 55.41	20.50
Area 2	$ 50.66	20.40
Area 3	$ 45.76	19.92

CARP0022-001 07/01/2023

San Francisco County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 60.54	33.52
Journeyman Carpenter	$ 60.39	33.52
Millwright	$ 60.49	35.11

CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 54.10	34.69
Diver standby	$ 60.51	34.69
Diver Tender	$ 59.51	34.69
Diver wet	$ 103.62	34.69
Manifold Operator (mixed gas)	$ 64.51	34.69
Manifold Operator (Standby)	$ 59.51	34.69

DEPTH PAY (Surface Diving):
050 to 100 ft $2.00 per foot
101 to 150 ft $3.00 per foot
151 to 220 ft $4.00 per foot
221 ft.-deeper $5.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48"" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver	$ 54.10	34.69

CARP0035-007 07/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer	$ 28.76	22.53
Lead Installer	$ 32.21	23.03
Master Installer	$ 36.43	23.03
Area 2		
Installer	$ 26.11	22.53
Lead Installer	$ 29.08	23.03
Master Installer	$ 32.71	23.03
Area 3		
Installer	$ 25.16	22.53
Lead Installer	$ 27.96	23.03
Master Installer	$ 31.38	23.03

CARP0035-008 08/01/2020

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 52.65	31.26
Area 2	$ 46.77	31.26
Area 3	$ 47.27	31.26
Area 4	$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1	$ 26.33	18.22
Area 2	$ 23.39	18.22
Area 3	$ 23.64	18.22
Area 4	$ 22.97	18.22

CARP0152-001 07/01/2020

Contra Costa County

	Rates	Fringes
Carpenters		

Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 52.80	30.82
Journeyman Carpenter	$ 52.65	30.82
Millwright	$ 52.75	32.41

CARP0152-002 07/01/2020

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 46.92	30.82
Journeyman Carpenter	$ 46.77	30.82
Millwright	$ 49.27	32.41

CARP0152-004 07/01/2020

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 45.57	30.82
Journeyman Carpenter	$ 45.42	30.82
Millwright	$ 47.92	32.41

CARP0217-001 07/01/2023

San Mateo County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 60.54	33.52
Journeyman Carpenter	$ 60.39	33.52
Millwright	$ 60.49	35.11

CARP0405-001 07/01/2021

Santa Clara County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP0405-002 07/01/2021

San Benito County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0505-001 07/01/2021

Santa Cruz County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0605-001 07/01/2021

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 49.12	31.49
Journeyman Carpenter	$ 48.97	31.49
Millwright	$ 51.47	33.08

CARP0701-001 07/01/2021

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

CARP0713-001 07/01/2021

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 55.00	31.49
Journeyman Carpenter	$ 54.85	31.49
Millwright	$ 54.95	33.08

CARP1109-001 07/01/2021

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 47.77	31.49
Journeyman Carpenter	$ 47.62	31.49
Millwright	$ 50.12	33.08

ELEC0006-004 11/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 51.68	3%+24.65
Technician	$ 59.43	3%+24.65

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by

their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 88.25	3%+42.315

ELEC0100-002 03/01/2024

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 45.00	29.00

ELEC0100-005 12/01/2023

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer	$ 42.48	27.42
Technician	$ 48.85	27.42

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:
1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

ELEC0234-001 12/25/2023

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A	$ 65.16	29.55
Zone B	$ 71.68	29.75

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2021

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 47.93	24.09
Technician	$ 55.12	24.30

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other

data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 02/27/2023

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 68.92	32.67
ELECTRICIAN	$ 61.26	32.44

ELEC0302-003 12/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 48.44	27.60
Technician	$ 55.71	27.82

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 06/01/2023

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 95.65	44.42
ELECTRICIAN	$ 83.17	44.045

FOOTNOTES: Work under compressed air or where gas masks are required, orwork on ladders, scaffolds, stacks, ""Bosun's chairs,"" or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

ELEC0332-003 12/01/2023

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 53.18	27.745
Technician	$ 61.16	27.985

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-001 06/01/2023

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 80.73	3%+42.87
ELECTRICIAN	$ 70.20	3%+42.87

ELEC0595-002 12/01/2022

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes

CABLE SPLICER.....$ 53.34 7.75%+25.88
ELECTRICIAN
(1) Tunnel work.....$ 46.67 7.75%+25.88
(2) All other work.....$ 44.45 7.75%+25.88

ELEC0595-006 11/01/2023

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 51.18	3%+24.15
Technician	$ 58.86	3%+24.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-008 11/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 40.88	3%+24.15
Technician	$ 47.01	3%+24.15

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which

involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0617-001 06/01/2023

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 78.00	45.88

ELEC0617-003 12/01/2023

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 53.18	27.75
Technician	$ 61.16	27.98

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0684-001 06/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 46.00	3%+27.68

CABLE SPLICER = 110% of Journeyman Electrician

ELEC0684-004 12/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 42.48	27.42

Technician	$ 48.85	27.62

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 50.00	21.30
(3) Groundman	$ 38.23	20.89
(4) Powderman	$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

---

ELEV0008-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC	$ 80.76	37.885+a+b

FOOTNOTE:
a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0003-001 06/28/2023

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL $2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1	$ 60.72	31.03
GROUP 2	$ 59.19	31.03
GROUP 3	$ 57.71	31.03
GROUP 4	$ 56.33	31.03
GROUP 5	$ 55.06	31.03
GROUP 6	$ 53.74	31.03
GROUP 7	$ 52.60	31.03
GROUP 8	$ 51.46	31.03
GROUP 8-A	$ 49.25	31.03
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes	$ 52.30	31.15
Oiler	$ 43.79	31.15
Truck crane oiler	$ 46.08	31.15
GROUP 2		
Cranes	$ 50.54	31.15
Oiler	$ 42.83	31.15
Truck crane oiler	$ 45.07	31.15
GROUP 3		
Cranes	$ 48.80	31.15
Hydraulic	$ 44.44	31.15
Oiler	$ 42.55	31.15
Truck crane oiler	$ 44.83	31.15
GROUP 4		
Cranes	$ 45.76	31.15
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices	$ 52.64	31.15
Oiler	$ 43.38	31.15
Truck Crane Oiler	$ 45.66	31.15
GROUP 2		
Lifting devices	$ 50.82	31.15
Oiler	$ 43.11	31.15
Truck Crane Oiler	$ 45.41	31.15
GROUP 3		
Lifting devices	$ 49.14	31.15
Oiler	$ 42.89	31.15
Truck Crane Oiler	$ 45.12	31.15
GROUP 4		
Lifting devices	$ 47.37	31.15
GROUP 5		
Lifting devices	$ 44.73	31.15
GROUP 6		
Lifting devices	$ 42.50	31.15
OPERATOR: Power Equipment (Steel Erection - AREA 1:)		
GROUP 1		
Cranes	$ 53.27	31.15
Oiler	$ 43.72	31.15
Truck Crane Oiler	$ 45.95	31.15
GROUP 2		

Cranes	$ 51.50	31.15
Oiler	$ 43.45	31.15
Truck Crane Oiler	$ 45.73	31.15
GROUP 3		
Cranes	$ 50.02	31.15
Hydraulic	$ 45.07	31.15
Oiler	$ 43.23	31.15
Truck Crane Oiler	$ 45.46	31.15
GROUP 4		
Cranes	$ 48.00	31.15
GROUP 5		
Cranes	$ 46.70	31.15
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1	$ 56.82	31.03
GROUP 1-A	$ 59.29	31.03
GROUP 2	$ 55.56	31.03
GROUP 3	$ 54.23	31.03
GROUP 4	$ 53.09	31.03
GROUP 5	$ 51.95	31.03
UNDERGROUND:		
GROUP 1	$ 56.72	31.03
GROUP 1-A	$ 59.19	31.03
GROUP 2	$ 55.46	31.03
GROUP 3	$ 54.13	31.03
GROUP 4	$ 52.99	31.03
GROUP 5	$ 51.85	31.03

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty

drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing

mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

---

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons

up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

---

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS,

MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, TUOLUMNE

AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern Part

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MADERA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MARIPOSA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MONTEREY COUNTY:
Area 1: Remainder
Area 2: Southwestern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-008 08/01/2023

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman	$ 57.95	37.55
(2) Dredge Dozer; Heavy duty repairman	$ 52.99	37.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 51.87	37.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 48.57	37.55
AREA 2:		
(1) Leverman	$ 59.95	37.55
(2) Dredge Dozer; Heavy duty repairman	$ 54.99	37.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 53.87	37.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 50.57	37.55

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
  Area 1: All but the Western border with Mendocino & Trinity
  Counties
Area 2: Remainder

TRINITY COUNTY:
  Area 1: East Central part and the Northeastern border with
  Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 39.95	30.28
AREA 2	$ 41.95	30.28
GROUP 2		
AREA 1	$ 36.35	30.28
AREA 2	$ 38.35	30.28
GROUP 3		
AREA 1	$ 31.74	30.28
AREA 2	$ 33.74	30.28

GROUP DESCRIPTIONS:

  GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

  GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

  GROUP 3: Landscae Utility Operator: Small Rubber-Tired

Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
  Area 1: All but the Northern portion along the border of
  Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
  Area 1: All but the Western border with mendocino & Trinity
  Counties
Area 2: Remainder

TRINITY COUNTY:
  Area 1: East Central part and the Northeaster border with
  Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0377-001 01/01/2024

ALAMEDA, CONTRA COSTA, SAN MATEO, SANTA CLARA COUNTIES

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 42.53	26.26
Ornamental, Reinforcing and Structural	$ 52.08	34.90

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0377-003 01/01/2024

SAN FRANCISCO CITY and COUNTY

	Rates	Fringes
Ironworkers:		
Fence Erector	$ 42.53	26.26
Ornamental, Reinforcing and Structural	$ 52.58	34.90

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

IRON0433-005 01/01/2024

REMAINING COUNTIES

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 42.53	26.26

Ornamental, Reinforcing and Structural	$ 47.45	34.90

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-006 06/26/2023

AREA ""1"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""2"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER)		
Area 1	$ 36.50	28.34
Area 2	$ 35.50	28.34

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0073-002 07/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 36.26	27.30
Traffic Control Person I	$ 36.56	27.30
Traffic Control Person II	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0073-003 07/01/2023

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO0073-005 06/26/2023

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0073-007 06/26/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist		

Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 30.37	23.20
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in

connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush

shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0073-009 07/01/2023

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0261-003 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 37.26	27.30
Traffic Control Person I	$ 37.56	27.30
Traffic Control Person II	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-005 06/26/2023

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-009 06/26/2023

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		

LABORERS - AREA A:)

Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 31.37	23.20
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)

(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30

LABORER (WRECKING - AREA A:)

GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30

Laborers: (GUNITE - AREA A:)

GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of

voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling

of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0261-011 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK	$ 37.05	27.45

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: $5.00 per day additional. Work in live sewage:

$2.50 per day additional.

LABO0261-014 07/01/2023

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER	$ 41.93	30.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0270-003 07/01/2023

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A	$ 37.26	27.30
Area B	$ 36.26	27.30
Traffic Control Person I		
Area A	$ 37.56	27.30
Area B	$ 36.56	27.30
Traffic Control Person II		
Area A	$ 35.06	27.30
Area B	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0270-004 06/26/2023

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading;

Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0270-005 07/01/2023

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO0270-007 06/26/2023

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING - AREA B)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers

entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer

manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-010 06/26/2023

SANTA CLARA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 37.08	27.30
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers'

work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-011 07/01/2023

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 40.68	29.68

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-001 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	$ 36.29	25.55

LABO0294-002 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 36.26	27.30
Traffic Control Person I....	$ 36.56	27.30
Traffic Control Person II...	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0294-005 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		

GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0294-008 06/26/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 36.46	27.30
GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING - AREA B:)		

GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling

of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.

C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0294-010 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-011 07/01/2023

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0304-002 07/01/2023

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 37.26	27.30
Traffic Control Person I	$ 37.56	27.30
Traffic Control Person II	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash

cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0304-003 06/26/2023

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0304-004 06/26/2023

ALAMEDA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 37.08	27.30
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30

GROUP 4	$ 29.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty Period	$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller;

Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural

and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0304-005 07/01/2023

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender	$ 37.05	27.45

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0304-008 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 41.93	30.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0324-002 07/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 37.26	27.30
Traffic Control Person I	$ 37.56	27.30
Traffic Control Person II	$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-006 06/26/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72
Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-012 06/26/2023

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA A:)		
Construction Specialist		
Group	$ 37.20	27.30
GROUP 1	$ 36.50	27.30
GROUP 1-a	$ 36.72	27.30
GROUP 1-c	$ 36.55	27.30
GROUP 1-e	$ 37.05	27.30
GROUP 1-f	$ 37.08	27.30
GROUP 1-g	$ 36.70	27.30
GROUP 2	$ 36.35	27.30
GROUP 3	$ 36.25	27.30
GROUP 4	$ 29.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS,		
HORTICULURAL & LANDSCAPE		
LABORERS - AREA A:)		
(1) New Construction	$ 36.25	27.30
(2) Establishment Warranty		
Period	$ 29.94	27.30
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 37.46	27.30
GROUP 2	$ 36.96	27.30
GROUP 3	$ 36.37	27.30
GROUP 4	$ 36.25	27.30
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 36.50	27.30
GROUP 2	$ 36.35	27.30

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and

worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade

checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

---

LABO0324-014 07/01/2023

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender	$ 37.05	27.45

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0324-018 07/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 41.93	30.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-002 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 36.26	27.30
Traffic Control Person I	$ 36.56	27.30
Traffic Control Person II	$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO1130-003 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 45.89	27.72
GROUP 2	$ 45.66	27.72
GROUP 3	$ 45.41	27.72
GROUP 4	$ 44.96	27.72
GROUP 5	$ 44.42	27.72

Shotcrete Specialist	$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-005 07/01/2023

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 36.29	25.55

LABO1130-007 06/26/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group	$ 36.20	27.30
GROUP 1	$ 35.50	27.30
GROUP 1-a	$ 35.72	27.30
GROUP 1-c	$ 35.55	27.30
GROUP 1-e	$ 36.05	27.30
GROUP 1-f	$ 36.08	27.30
GROUP 2	$ 35.35	27.30
GROUP 3	$ 35.25	27.30
GROUP 4	$ 28.94	27.30
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 35.25	27.30
(2) Establishment Warranty Period	$ 28.94	27.30
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 36.46	27.30

GROUP 2	$ 35.96	27.30
GROUP 3	$ 35.37	27.30
GROUP 4	$ 35.25	27.30
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 35.50	27.30
GROUP 2	$ 35.35	27.30

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types

regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material

cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO1130-008 07/01/2023

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-009 07/01/2023

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 39.77	28.54

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-001 01/01/2024

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:	$ 50.51	27.66

PREMIUMS:

EXOTIC MATERIALS - $1.25 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
  [Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-003 01/01/2024

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1	$ 60.41	31.34
AREA 2	$ 56.28	29.94

PAIN0016-012 01/01/2024

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 59.00	33.03

PAIN0016-015 01/01/2024

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush	$ 40.85	22.40

FOOTNOTES:
SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.25 additional per hour.
  HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-022 01/01/2024

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER	$ 54.13	27.66

PAIN0169-001 01/01/2023

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER	$ 44.33	28.88

PAIN0169-005 01/01/2024

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER	$ 56.22	34.00

PAIN0294-004 07/01/2023

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller	$ 34.49	21.80
Drywall Finisher/Taper	$ 35.74	21.80

FOOTNOTE:
Spray Painters & Paperhangers recive $1.00 additional per hour. Painters doing Drywall Patching receive $1.25 additional per hour. Lead Abaters & Sandblasters receive $1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) $0.75 per hour additional.

PAIN0294-005 01/01/2023

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER	$ 38.53	23.19

PAIN0767-001 01/01/2024

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER	$ 43.25	35.62

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 07/01/2022

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 40.83	17.62
GROUP 2	$ 34.71	17.62
GROUP 3	$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 01/01/2024

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER	$ 48.54	26.59

PLAS0066-002 07/01/2019

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER	$ 42.41	30.73

PLAS0300-001 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 188: Fresno	$ 32.70	31.68
AREA 224: San Benito, Santa Clara, Santa Cruz	$ 32.88	31.68
AREA 295: Calaveras & San Joaquin Couonties	$ 32.70	31.68
AREA 337: Monterey County	$ 32.88	31.68
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties	$ 32.70	31.68

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 32.15	23.27

PLUM0038-001 07/01/2023

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)	$ 85.50	48.98

PLUM0038-005 07/01/2022

SAN FRANCISCO COUNTY

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter)	$ 69.70	33.15

PLUM0062-001 01/01/2024

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 52.00	40.90

PLUM0159-001 07/01/2023

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration	$ 63.33	46.64
(2) All other work	$ 62.12	45.24

PLUM0246-001 01/01/2024

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 48.85	40.09

* PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN)	$ 13.00 **	10.74

PIPE TRADESMAN SCOPE OF WORK:
Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with

lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

---

PLUM0342-001 07/01/2023

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY	$ 74.00	47.45
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY	$ 74.00	47.45

PLUM0355-004 07/01/2022

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 32.22	17.55

PLUM0393-001 07/01/2021

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 68.76	46.63

PLUM0442-001 01/01/2024

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 52.90	36.39

---

* PLUM0467-001 07/01/2023

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter	$ 79.41	40.20

ROOF0027-002 01/01/2024

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes

ROOFER.....$ 42.51 16.11

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: $2.00 per hour additional.

ROOF0040-002 08/01/2023

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER	$ 52.43	22.19

ROOF0081-001 08/01/2023

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer	$ 52.47	22.31

ROOF0081-004 08/01/2023

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER	$ 46.73	21.36

ROOF0095-002 08/01/2023

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker	$ 57.17	21.51
Journeyman	$ 53.17	21.51
Kettle person (2 kettles)	$ 55.17	21.51

SFCA0483-001 01/01/2024

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE)	$ 74.63	38.51

SFCA0669-011 01/01/2024

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SPRINKLER FITTER	$ 44.32	27.83

SHEE0104-001 07/01/2020

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts		
under $200,000	$ 55.92	45.29
All Other Work	$ 64.06	46.83
AREA 2	$ 52.90	36.44
AREA 3	$ 55.16	34.18

SHEE0104-003 07/01/2021

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 44.34	39.22

SHEE0104-005 07/01/2021

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding)	$ 41.28	45.41

SHEE0104-007 07/01/2021

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 44.07	40.79

SHEE0104-015 07/01/2020

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only)	$ 44.45	35.55

SHEE0104-018 07/01/2020

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only)	$ 44.45	35.55

TEAM0094-001 07/01/2022

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 36.95	31.14
GROUP 2	$ 37.25	31.14
GROUP 3	$ 37.55	31.14
GROUP 4	$ 37.90	31.14
GROUP 5	$ 38.25	31.14

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver

and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

---

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular

rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government

was adopted under 29 C.F.R §1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION
"

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-267

MEETING: June 18, 2024

TO: The Board of Supervisors

FROM: Steve Engfer, Planning Director

RE: Authorize the Board of Supervisors Chair to Sign a "Letter of Public Convenience and Necessity" to the Department of Alcohol Beverage Control to Issue a Type 20 Off-Sale Beer and Wine Licenses that would Otherwise be Subject to the State Moratorium, Census Block 06-043-010-001, for the Building Located at 4808 Highway 140, Mariposa (Wildhaven Yosemite)

RECOMMENDATION AND JUSTIFICATION

Authorize the Board of Supervisors Chair to Sign a "Letter of Public Convenience and Necessity" to the Department of Alcohol Beverage Control to Issue a Type 20 Off-Sale Beer and Wine Licenses that would Otherwise be Subject to the State Moratorium, Census Block 06-043-010-001, for the Building Located at 4808 Highway 140, Mariposa (Wildhaven Yosemite).

Staff supports the request, recognizing that many of the county's commercial establishments serve the tourists who visit Mariposa County and Yosemite National Park.

This commercial space is known as Wildhaven Yosemite.

BACKGROUND AND HISTORY OF BOARD ACTIONS

None for this request.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

A Negative Action would result in no issuance of a "Letter of Public Convenience and Necessity" and ABC would not be able to issue a license for Off-Sale Beer and Wine to the subject facility.

FINANCIAL IMPACT

None for this item.

ATTACHMENTS

1. **Memo to Board**
2. **Application**
3. **ABC Application**
4. **Off Sale Licenses Census Tract 1.01 Map**
5. **Vicinity Map**
6. **Draft letter to ABC**

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District I Supervisor Rosemarie Smallcombe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

Mariposa County
Planning Department

STEVE
Plannin

KAITLYI
Planner

5100 Bullion Street
PO Box 2039
Mariposa, CA 95338
209-966-5151 FAX 209-742-5024
www.mariposacounty.org

sengfer@mariposacounty.org

kcasner@mariposacounty.org

MEMORANDUM

Date: June 18, 2024
To: Mariposa County Board of Supervisors
From: Kaitlyn Casner, Planner III
Topic: ABC Issuance of a "Letter of Public Convenience and Necessity" for Ken Barber (Wildhaven Yosemite) located at 4808 Highway 140, Mariposa.

Requested Action:

The applicant has requested that the Board of Supervisors adopt a resolution authorizing the Chair to sign a "Letter of Public Convenience and Necessity" to the Department of Alcohol Beverage Control (ABC) to allow a Type 20 Off-Sale Beer and Wine license for the building located at 4808 Highway 140, (APN 012-180-056), Mariposa.

The letter will allow the applicant to offer the sale of beer and wine to customers at their facility, for off-site consumption only. This request is necessary as the ABC cannot issue a license without approval of the Mariposa County Board of Supervisors due to the requested Type 20 licenses being included as part of a State moratorium.

Staff supports the request for issuance of a Letter of Public Convenience and Necessity recognizing that many of the County's commercial establishments serve tourists traveling to Yosemite National Park.

Background:

The Department of Alcoholic Beverage Control (ABC) regulates the issuance of alcohol licenses. The ABC has established a limit of four (4) Type 20 Off-Sale License in Mariposa County, Census Tract 1.01, without the issuance of a "Letter of Public Convenience and Necessity", by the Board of Supervisors. A Letter of Public Convenience and Necessity application was received on April 15, 2024.

As of May 23, 2024, there are four (4) active off-sale licenses in Census Tract 1.01. The existing licenses for Type 20 Off-Sale are located at Miners Inn Motel (5181 Highway 49 N), Pioneer Gas (5177 State Highway 140), Stage Stop Mini Market (5099 State Highway 140), and Grizzly Gas (5037 State Highway 140).

By requiring this letter, ABC is providing the local jurisdiction the ability to permit alcohol Type 20 licenses. Due to the moratorium on Type 20 licenses in place, ABC cannot issue a license for a Type 20 license without receiving a "Letter of Public Convenience and Necessity" from the Mariposa County Board of Supervisors. The Board has the opportunity to determine whether the increase of Type 20 Off-Sale Beer and Wine Licenses is detrimental to the area.

Zoning Designation:

The subject property is zoned Resort Commercial with a land use classification of Rural Economic. The on-site sale of alcohol is consistent with the zoning.

2005 Moratorium Counties/Cities:

Section 23817.5 B&P, first enacted in 1995 and amended in 1998, established a moratorium on *original* Type 20, Off-Sale Beer and Wine licenses in cities and or counties where the ratio of ABC licenses exceeded one for each 2,500 inhabitants. The moratorium section also prohibits an individual from transferring a Type 20 from one county to another; however, the Section does not prohibit the transfer of an *existing* Type 20 from person to person or premises to premises as long as it is within the county.

As of 2005, Mariposa County was added to the list of moratorium Counties. The moratorium regulations are different from those establishing process for a census tract which is "over-saturated". Census Tract 06-043-010-0001, which encompasses Mariposa Town Planning Area, Bear Valley and portions of Midpines and Hornitos is considered "over-saturated".

According to the 2000 census report, Mariposa County's population was 17,130. As reported by the 2010 census report, the County's population had increased to 18,251. As reported by the 2020 census report, the County's population had decreased to 17,131.

Mariposa will continue to remain on the ABC list of moratorium Counties. The moratorium regulations do not consider Mariposa County's tourist population.

Ken Barber is requesting the issuance of an original Type 20 Off-Sale Beer & Wine license. It is only subject to the process for a Type 20 moratorium which requires the governing body to approve a "Letter of Public Convenience and Necessity" in order for ABC to issue a license.

ABC Permit Letter 2024-043;
Ken Barber, applicant. Bryan & Victoria Imrie, owner.
Response from Mariposa County Sheriff

Sheriff Briese was contacted April 29, 2024 regarding the addition of a Type 20 Off-Sale Beer & Wine license to be located at 4808 Highway 140. He had no concerns with this application.

ABC PERMI.
"Letter of Public Convenience and Necessity"

Mariposa County Planning Department
5100 Bullion Street, P.O. Box 2039
Mariposa, CA 95338
Telephone (209) 966-5151 FAX (209) 742-5024
www.mariposacounty.org planningdept@mariposacounty.org

RECEIVED
APR 15 2024
Mariposa County Planning Department

FOR OFFICE USE ONLY

Date Submitted _____ Received By KC

Fees Paid $_____ Receipt No. _____ Received By _____

Application No. 2024-043 Application Complete _____

Final Action _____ Date _____

Applicant Name(s) Ken Barber

Mailing Address 4808 Highway 140 Mariposa

Daytime Telephone Numbers (_____) 857-928-3101 (_____) _____

E-Mail Address ken@wildhavenyosemite.com

Property Owner Name(s) Bryan & Victoria Imrie
PROVIDE NAME OF PROPERTY OWNER IF DIFFERENT THAN APPLICANT

Mailing Address PO Box 561 Mariposa

Daytime Telephone Numbers (_____) 209-600-1268 (_____) _____

E-Mail Address yzaranch@gmail.com

Property Information:

Assessor's Parcel Number (APN) 012-180-056 Parcel Size 36

Address 4808 Highway 140 Mariposa Town _____

General Plan Land Use RESID. HOTEL / MOTEL / RESORTS Zoning Districts: _____

Type of License being applied for ABC Type 20

Doc ID: 2c05208bbcce8ec81d928241618f21b62921de13

240201

ABC PERMIT
"Letter of Public Convenience and Necessity"

Mariposa County Planning Department
5100 Bullion Street, P.O. Box 2039
Mariposa, CA 95338
Telephone (209) 966-5151 FAX (209) 742-5024
www.mariposacounty.org planningdept@mariposacounty.org

GENERAL INFORMATION

There are different types of liquor licenses that may or may not be available from the Department of Alcohol Beverage Control (ABC).

Complete this application if you need a zoning verification letter OR if you have applied for a license with the ABC and has been informed by the ABC that a "Letter of Public Convenience and Necessity" is required from the local governing body (Mariposa County Board of Supervisors) due to the over-saturation of liquor licenses in the Census Tract area.

The ABC allows local jurisdictions the ability to permit alcohol licenses that exceed the number permitted by ABC per Section 23958 and 23958.4 of the Business and Professions Code. The approval needs to be by a majority vote of the local governing body (Mariposa County Board of Supervisors).

REQUIRED MATERIALS AND ITEMS FOR A REQUEST FOR "Letter of Public Convenience and Necessity" for ABC Permit APPLICATION

1. ☐ The application form filled out completely and signed by the applicant. If the applicant is not the property owner, the applicant must provide a letter of authorization or other documentation authorizing the applicant to submit the application on the owner's behalf. The applicant can be a lessee, purchaser in escrow, or optionee of the subject property. An agent may represent an applicant in all matters pertaining to the processing of the application once the application is submitted by the applicant.

2. ☐ Documentation from ABC, including application for license and Information and Instruction form section 23958.4 B & P plus any additional supporting documents

3. ☐ Payment of application fees as determined by Mariposa Planning. Additional fees may be charged by other agencies or county offices, depending on the type of application.

Select one of the following:

☐ Zoning Consistency Letter for ABC only		$150.00
	Document Conversion	$7.00
OR		
☒ BOS Hearing Needed		$764.00
	Document Conversion	$20.00
	TOTAL:	784.00

Doc ID: 2c05208bbcce8ec81d928241618f21b62921de13

REQUIRED SIGNATURE(S)

Affidavit

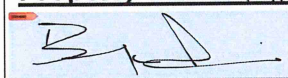
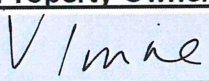
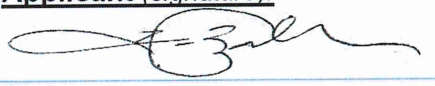
I/we, the undersigned (Property Owner and Applicant), agree to defend, indemnify, and hold harmless the County and its agents, officers and employees from any claim, action or proceeding against the County arising from the Property Owner and Applicant project.

I/we declare under the penalty of perjury that the statements and information submitted in this application are in all respects true and correct to the best of my/our knowledge.

I/we acknowledge that I/we have read and understand the information contained in the application package relating to the submittal and processing of this application.

I/we understand that the processing of the application will be delayed if any required information is incorrect, omitted, or illegible.

I/we declare that if an entity listed below is a Partnership, Limited Liability Corporation, Corporation or Trust the signer(s) below certifies that he/she is authorized by that entity to apply and sign the application attached herewithin.

Property Owner *(printed name):*	**2nd Property Owner** *(printed name):*	**Applicant** *(printed name):*
Bryan Imrie	Victoria Imrie	Ken Barber
Property Owner *(signature):*	**2nd Property Owner** *(signature):*	**Applicant** *(signature):*
		
Date:	Date:	Date:
04 / 12 / 2024	04 / 12 / 2024	April 11, 2024

If there are more than two property owners, additional copies of this page shall be provided.

IMPORTANT: This page must be signed by all property owners and any authorized applicant.

IMPORTANT: Please note that <u>if</u> the property owner/s is/are authorizing someone other than themselves to act as the applicant or agent, <u>the next page must also be signed</u>.

IMPORTANT: Failure to have all necessary signatures will DELAY the commencement of processing the application. The application will be returned to the applicant to provide all necessary signatures.

This page to be signed IF the property owner(s) is (are) authorizing someone to act as an agent or applicant for this application.

Affidavit

Applicant/Agent Authorization:

I/we, Bryan & Victoria Imrie, Property Owner(s) hereby authorize Ken Barber to act as a representative/Applicant and/or _____ to act as a representative/Agent in all matters pertaining to the processing and approval of this application, including modifying the project, and agree to be bound by all representations and agreements made by the designated Applicant and/or Agent.

I/we declare that if the Property Owner and/or Applicant is a Partnership, Limited Liability Corporation, Corporation or Trust, the individual(s) listed below certifies that he/she/they is/are authorized by that entity to execute the application form attached herewithin.

Property Owner *(printed name):*	**Applicant** *(printed name):*	**Agent** *(printed name):*
Bryan Imrie	Ken Barber	
Property Owner *(signature):*	**Applicant** *(signature):*	**Agent** *(capacity/title):*
Property Owner *(capacity/title):*	**Applicant** *(capacity/title):*	
Owner	Co-owner	
Date: 04 / 12 / 2024	Date: April 11, 2024	
2nd Property Owner *(printed name):*	**Co-Applicant** *(printed name):*	
Victoria Imrie		
2nd Property Owner *(signature):*	**Co-Applicant** *(signature):*	
Date: 04 / 12 / 2024	Date:	

Doc ID: 2c05208bbcce8ec81d928241618f21b62921de13

Dropbox Sign

Audit trail

Title	County beer & wine application to sign for Wildhaven
File name	Mariposa_PCN_App_..._-_For_Imries.pdf
Document ID	2c05208bbcce8ec81d928241618f21b62921de13
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

SENT	**04 / 12 / 2024** 17:37:45 UTC	Sent for signature to Bryan Imrie (bviranch@gmail.com) and Victoria Imrie (yzaranch@gmail.com) from kenbarber44@gmail.com IP: 174.160.245.117
VIEWED	**04 / 12 / 2024** 18:43:27 UTC	Viewed by Bryan Imrie (bviranch@gmail.com) IP: 174.219.196.207
SIGNED	**04 / 12 / 2024** 18:45:49 UTC	Signed by Bryan Imrie (bviranch@gmail.com) IP: 174.219.196.207
VIEWED	**04 / 12 / 2024** 18:46:20 UTC	Viewed by Victoria Imrie (yzaranch@gmail.com) IP: 174.219.196.207
SIGNED	**04 / 12 / 2024** 18:47:23 UTC	Signed by Victoria Imrie (yzaranch@gmail.com) IP: 174.219.196.207
COMPLETED	**04 / 12 / 2024** 18:47:23 UTC	The document has been completed.

Department of Alcoholic Beverage Control

State of California
Gavin Newsom, Governor

INFORMATION AND INSTRUCTIONS - SECTION 23958.4 B&P

Instructions This form is to be used for all applications for original issuance or premises to premises transfer of licenses.

- Part 1 is to be completed by an ABC employee, given to applicant with pre-application package, with copy retained in holding file or applicant's district file.
- Part 2 is to be completed by the applicant, and returned to ABC.
  Part 3 is to be completed by the local governing body or its designated subordinate officer or body, and returned to ABC.

PART 1 - TO BE COMPLETED BY ABC

1. APPLICANT'S NAME

CalCamp2 Opportunity Zone Business, LLC

2. PREMISES ADDRESS (Street number and name, city, zip code)

4808 Highway 140, Mariposa. CA 95338-9700

3. LICENSE TYPE

20

4. TYPE OF BUSINESS

[ ] Full Service Restaurant	[ ] Hofbrau/Cafeteria	[ ] Cocktail Lounge	[ ] Private Club
[ ] Deli or Specialty Restaurant	[ ] Comedy Club	[ ] Night Club	[ ] Veterans Club
[ ] Cafe/Coffee Shop	[ ] Brew Pub	[ ] Tavern: Beer	[ ] Fraternal Club
[ ] Bed & Breakfast:	[ ] Theater	[ ] Tavern: Beer & Wine	[ ] Wine Tasting Room
[ ] Wine only [ ] All			
[ ] Supermarket	[ ] Membership Store	[ ] Service Station	[ ] Swap Meet/Flea Market
[ ] Liquor Store	[ ] Department Store	[x] Convenience Market	[ ] Drive-in Dairy
[ ] Drug/Variety Store	[ ] Florist/Gift Shop	[ ] Convenience Market w/Gasoline	
[ ] Other - describe:			

5. COUNTY POPULATION	6. TOTAL NUMBER OF LICENSES IN COUNTY	7. RATIO OF LICENSES TO POPULATION IN COUNTY
18037	N/A [ ] On-Sale [ ] Off-Sale	752 [ ] On-Sale [x] Off-Sale
8. CENSUS TRACT NUMBER	**9. NO. OF LICENSES ALLOWED IN CENSUS TRACT**	**10. NO. OF LICENSES EXISTING IN CENSUS TRACT**
1.01	4 [ ] On-Sale [x] Off-Sale	10 [ ] On-Sale [x] Off-Sale

11. IS THE ABOVE CENSUS TRACT OVERCONCENTRATED WITH LICENSES? (i.e., does the ratio of licenses to population in the census tract exceed the ratio of licenses to population for the entire county?)

[ ] Yes, the number of existing licenses exceeds the number allowed

[ ] No, the number of existing licenses is lower than the number allowed

12. DOES LAW ENFORCEMENT AGENCY MAINTAIN CRIME STATISTICS?

[ ] Yes (Go to Item #13) [X] No (Go to Item #20)

13. CRIME REPORTING DISTRICT NUMBER	14. TOTAL NUMBER OF REPORTING DISTRICTS	15. TOTAL NUMBER OF OFFENSES IN ALL REPORTING DISTRICTS
16. AVERAGE NO. OF OFFENSES PER DISTRICT	**17. 120% OF AVERAGE NUMBER OF OFFENSES**	**18. TOTAL NUMBER OF OFFENSES IN REPORTING DISTRICT**

19. IS THE PREMISES LOCATED IN A HIGH CRIME REPORTING DISTRICT? (i.e., has a 20% greater number of reported crimes than the average number of reported crimes as determined from all crime reporting districts within the jurisdiction of the local law enforcement agency)

[ ] Yes, the total number of offenses in the reporting district equals or exceeds the total number in item #17

[ ] No, the total number of offenses in the reporting district is lower than the total number in item #17

20. CHECK THE BOX THAT APPLIES (check only one box)

[ ] a. If "*No*" is checked in both item #11 *and* item #19, *Section 23958.4 B&P does not apply* to this application, and no additional information will be needed on this issue. Advise the applicant to bring this completed form to ABC when filing the application.

[ ] b. If "*Yes*" is checked in either item #11 *or* item #19, *and* the applicant is applying for a non-retail license, a retail bona fide public eating place license, a retail license issued for a hotel, motel or other lodging establishment as defined in Section 25503.16(b) B&P, or a retail license issued in conjuction with a beer manufacturer's license, or winegrower's license, advise the *applicant to complete Section 2* and bring the completed form to ABC when filing the application or as soon as possible thereafter.

[x] c. If "*Yes*" is checked in either item #11 *or* item #19, *and* the applicant is applying for an off-sale beer and wine license, an off-sale general license, an on-sale beer license, an on-sale beer and wine (public premises) license, or an on-sale general (public premises) license, advise the *applicant to take this form to the local governing body, or its designated subordinate officer or body to have them complete Section 3*. The completed form will need to be provided to ABC in order to process the application.

Governing Body/Designated Subordinate Name: Mariposa County Board of Supervisors

FOR DEPARTMENT USE ONLY

PREPARED BY (Name of Department Employee)

JS

PART 2 - TO BE COMPLETED BY THE APPLICANT (If box #20b is checked)

21. Based on the information on the reverse, the Department may approve your application if you can show that public convenience or necessity would be served by the issuance of the license. Please describe below the reasons why issuance of another license is justified in this area. You may attach a separate sheet or additional documention, if desired. Do *not* proceed to Part 3.

22. APPLICANT SIGNATURE

23. DATE SIGNED

PART 3 - TO BE COMPLETED BY LOCAL OFFICIALS (If box #20c is checked)

The applicant named on the reverse is applying for a license to sell alcoholic beverages at a premises where undue concentration exists (i.e., an over-concentration of licenses and/or a higher than average crime rate as defined in Section 23958.4 of the Business and Professions Code). Sections 23958 and 23958.4 of the Business and Professions Code requires the Department to deny the application unless the local governing body of the area in which the applicant premises are located, or its designated subordinate officer or body, determines within 90 days of notification of a completed application that public convenience or necessity would be served by the issuance.
Please complete items #24 to #30 below and certify or affix an official seal, or attach a copy of the Council or Board resolution or a signed letter on official letterhead stating whether or not the issuance of the applied for license would serve as a public convenience or necessity.

24. WILL PUBLIC CONVENIENCE OR NECESSITY BE SERVED BY ISSUANCE OF THIS ALCOHOLIC BEVERAGE LICENSE?

☐ Yes ☐ No ☐ See Attached (i.e., letter, resolution, etc.)

25. ADDITIONAL COMMENTS, IF DESIRED (may include reasons for approval or denial of public convenience or necessity):

26. CITY/COUNTY OFFICIAL NAME

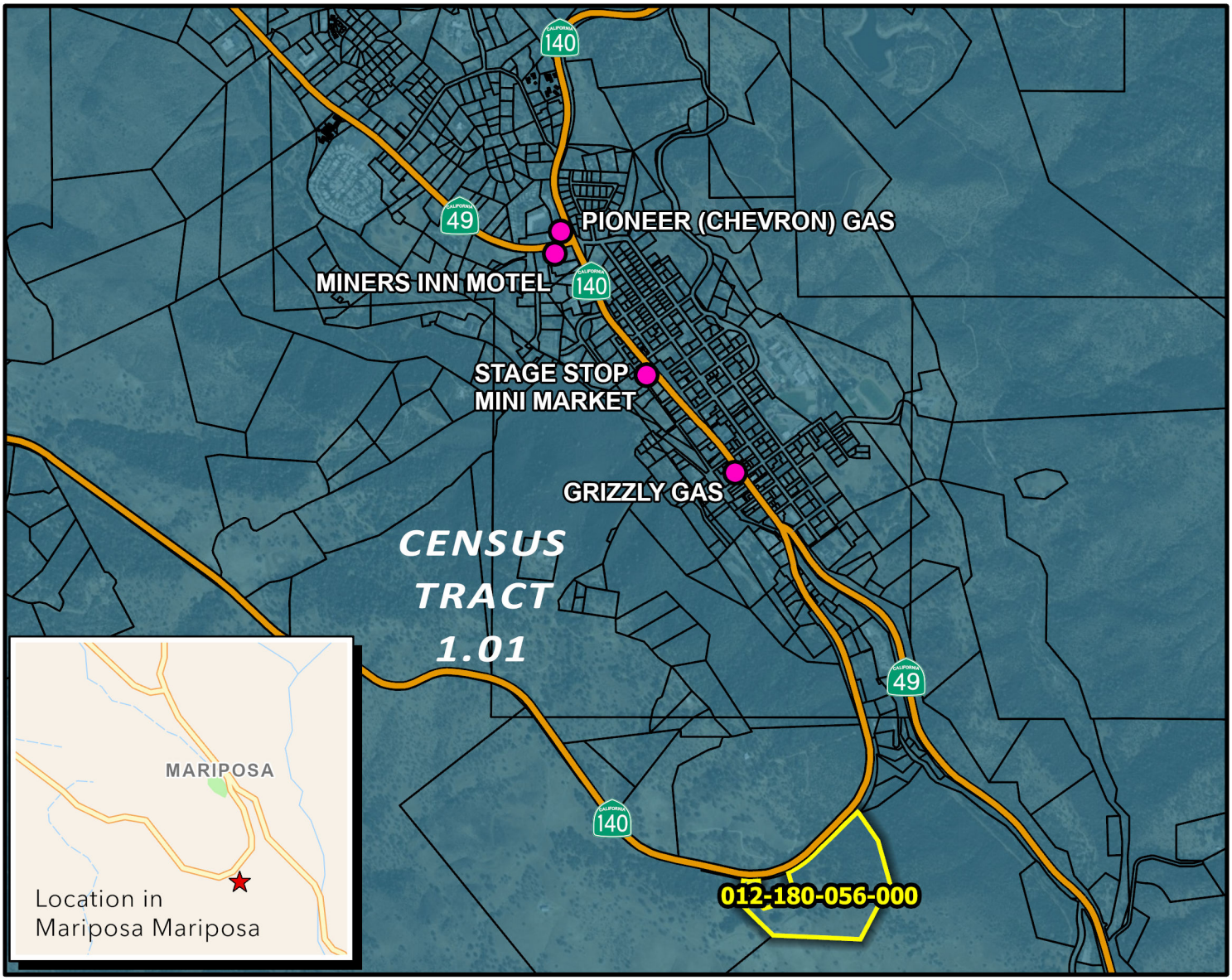
27. CITY/COUNTY OFFICIAL TITLE

28. CITY/COUNTY OFFICIAL PHONE NUMBER

29. CITY/COUNTY OFFICIAL SIGNATURE

30. DATE SIGNED

Mariposa County Planning Department
Project Vicinity Map



0 1,000 2,000 Feet

1:24,000

"Type 20" ABC Licenses
Site
Assessor's Parcels

PROJECT TYPE: ABC 2024-043

APPLICANT: KEN BARBER

APN: 012-180-056-000

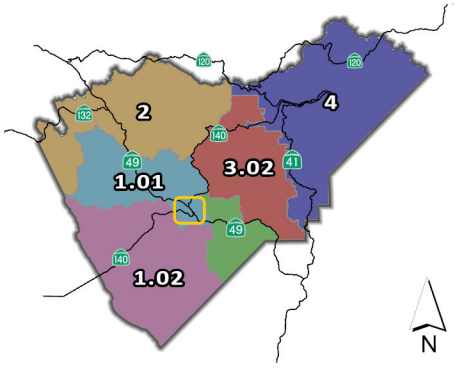
SITE ADDRESS: 4808 HIGHWAY 140, MARIPOSA, CALIFORNIA 95338

Coordinate System: NAD 1983 State Plane California III FIPS 0403 Feet

Map Date: Friday, May 24, 2024

Data Source: Mariposa County Planning Department GIS; Assessor's Parcel Map Update: 09/2023

Map Credit: BEN OGREN, Sr. GIS Specialist



Location in Mariposa County

Mariposa County Planning Department
PO BOX 2039 5100 Bullion Street
Mariposa, California 95338-2039
209.966.5151 FAX 209.742.5024
mariposaplanning@mariposacounty.org
http://www.mariposacounty.org/planning

Mariposa County makes no warranty regarding the accuracy of the GIS or the analysis and conclusions resulting from using our GIS data.

S:\Admin\Projects\2024\ABC 2024-043\ABC 2024-043.aprx

Mariposa County Planning Department
Project Vicinity Map

0 250 500 Feet

1:6,000

Site
Assessor's Parcels

PROJECT TYPE: ABC 2024-043

APPLICANT: KEN BARBER

APN: 012-180-056-000

SITE ADDRESS: 4808 HIGHWAY 140, MARIPOSA, CALIFORNIA 95338

Coordinate System: NAD 1983 State Plane California III FIPS 0403 Feet

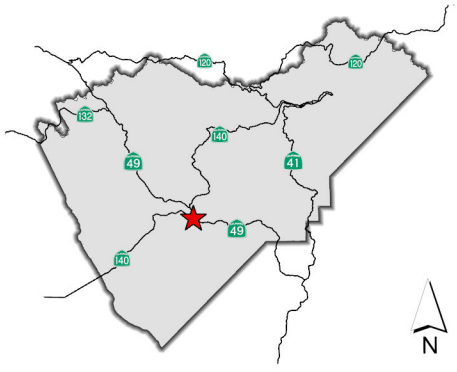
Map Date: Monday, April 15, 2024

Data Source: Mariposa County Planning Department GIS; Assessor's Parcel Map Update: 09/2023

Map Credit: BEN OGREN, Sr. GIS Specialist

Mariposa County Planning Department
PO BOX 2039 5100 Bullion Street
Mariposa, California 95338-2039
209.966.5151 FAX 209.742.5024
mariposaplanning@mariposacounty.org
http://www.mariposacounty.org/planning

Mariposa County makes no warranty regarding the accuracy of the GIS or the analysis and conclusions resulting from using our GIS data.



Location in Mariposa County

S:\Admin\Projects\2024\ABC 2024-043\ABC 2024-043.aprx

June 11, 2024

Department of Alcohol Beverage Control
31 East Channel Street, Room 168
Stockton, CA 95202

RE: Letter of Public Need and Necessity for Ken Barber (Wildhaven Yosemite)

To Whom It May Concern:

Please be advised that the their June 11, 2024 meeting, the Mariposa County Board of Supervisors approved the issuance of this "Letter of Public Convenience and Necessity" for the addition of one (1) Type 20 Off-Sale Beer & Wine License in Census Tract 1.01 to the following location:

Applicant:	Ken Barber
Business:	Wildhaven Yosemite (CalCamp2 Opportunity Zone Business, LLC)
Site:	4808 Highway 140, Mariposa, CA
License:	Type 20 Off-Sale Beer and Wine

It was determined tat the ability to offer Off-Sale Beer and Wine will provide the same level of services as are found in many other areas which are similar in size and makeup to Mariposa.

Sincerely,

Miles Menetrey, Chair
Mariposa County Board of Supervisors

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: June 18, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Approve Agreement between Mariposa County and SEIU Local 521 regarding Compensation Alignment for Eligibility Specialist I, II, III Series; and Authorize Board of Supervisors Chair to Sign Agreement.

RECOMMENDATION AND JUSTIFICATION

Approve Agreement between Mariposa County and SEIU Local 521 regarding Compensation Alignment for Eligibility Specialist I, II, III Series; and Authorize Board of Supervisors Chair to Sign Agreement.

The Eligibility Specialists series (I, II, III) are difficult to recruit and retain. The series performs duties like that of program specialists and, like the program specialists, is overseen by the California Merit System Services (MSS). While MSS provides various oversight of the classification series, the drawback is a longer recruitment process. Second, it is common for eligibility specialists to transfer to a different specialist classification (program or child support) within the County for an immediate wage increase of $4.37. The rapid job change is supported by an analysis showing that the average incumbent period for an eligibility specialist (I, II) is 21% less than that of other County positions (data from 8/2023).

The Service Employees International Union Local 521 (SEIU) filed a grievance on January 24, 2024, regarding the compensation alignment of the Eligibility Specialist I, II, III series with similar classifications. The grievance highlighted concerns about recruitment and retention difficulties, as well as discrepancies in wage rates compared to similar positions, such as the Program Specialist series.

On March 27, 2024, representatives from Mariposa County and SEIU met to discuss the grievance and reached an agreement to submit a proposal to the Board of Supervisors for approval. Confirming the salary revisions will help keep well-trained eligibility specialists whose primary job is assisting Mariposa County residents.

Therefore, it is recommended that Board authorize the Chair to sign the agreement. The executed agreement will result in the salary of the eligibility specialists' classification ladder increasing to match the salary scale of the program specialists, as shown in the salary attachment, Appendix A. In addition, individuals currently in an eligibility specialist classification will receive the salary difference retroactively, effective from July 1, 2023.

BACKGROUND AND HISTORY OF BOARD ACTIONS

This matter has not previously been presented to the Board. The agreement aims to address the

compensation disparities and improve retention rates by aligning the wage rates of the Eligibility Specialist series with those of the Program Specialist series, retroactive to July 1, 2023.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Should the Board choose not to approve the agreement, the County may face continued difficulties in recruiting and retaining Eligibility Specialists. This could lead to increased turnover rates, prolonged vacancies, and potential disruptions in services provided to Mariposa County residents. Additionally, failing to resolve the grievance amicably may result in further disputes or legal challenges from SEIU, potentially leading to increased costs and strained labor relations.

FINANCIAL IMPACT

Because the funding is entirely dependent on State funding, there is no impact to the General Fund.

ATTACHMENTS

1. **Eligibility Specialist I, II, III Agreement between Mariposa County SEIU Local 521**
2. **AppendixA**

AGREEMENT BETWEEN MARIPOSA COUNTY AND

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 521

This Agreement is made and entered into by and between Mariposa County (hereinafter referred to as "County") and the Service Employees International Union Local 521 (hereinafter referred to as "SEIU").

RECITALS

WHEREAS, on January 24, 2024, SEIU filed a grievance indicating that SEIU and County representatives met to discuss concerns related to the compensation of the Eligibility Specialist I, Eligibility Specialist II, and Eligibility Specialist III Series ("the Series"), came to mutual agreement to submit to the Mariposa County Board of Supervisors a proposal to align compensation of the Series with similar classifications, and that the County subsequently removed, without consulting with SEIU, the corresponding agenda item for possible approval by the Mariposa County Board of Supervisors in violation of the Meyers Milias Brown Act, and Section 11.2 Procedures of the Memorandum of Understanding between the County and SEIU; and

WHEREAS, the County denies the merits of the grievance; and

WHEREAS, the County and SEIU met on March 27, 2024 to discuss the grievance; and

WHEREAS, County representatives agreed to submit an agenda item to the Board of Supervisors for approval to align compensation of the Series with similar classifications; and

WHEREAS, the agenda item submitted for approval shall include a proposal for retroactive compensation to currently employed Mariposa County staff in the Series from July 1, 2023; and

WHEREAS, both parties wish to settle this grievance amicably.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Approval by Board of Supervisors:** The parties agree that this Agreement and all provisions thereof are subject to approval by the Board of Supervisors ("Board"). The Agreement is of no force or effect unless approved by the Board.

2. **Effective Date:** The Effective Date of this Agreement shall be the last date on which all of the following occurs: (1) all Parties have signed the Agreement; and (2) the Agreement has been fully approved by the Board.

3. **Eligibility:** Only employees who are actively employed by the County in the Eligibility Specialist I, Eligibility Specialist II, and Eligibility Specialist III positions as of the effective date of this Agreement are eligible for reimbursement under the terms specified herein. This eligibility criterion is intended to ensure that the benefits outlined in this Agreement are extended solely to those individuals who are members of the workforce as confirmed on the effective date.

4. **Retroactive Compensation Alignment:** Effective July 1, 2023, the County agrees to align the wage rates for employees in the "Eligibility Specialist" series classifications with those of the

"Program Specialist" series classifications. Specifically, the wage rates for Eligibility Specialist I, Eligibility Specialist II, and Eligibility Specialist III shall be adjusted to match the corresponding wage rates of Program Specialist I, Program Specialist II, and Program Specialist III, respectively.

5. **Retroactive Payments to Eligible Members:** The County acknowledges that as of the latest payroll processing, SEIU members in the Series as of July 1, 2023 are collectively owed $112,628.09. The County agrees to disburse the total owed amount of $112,628.09 to the affected SEIU members. The County commits to initiating the reimbursement process by July 1, 2024.

6. **Breakdown of Individual Amounts: Breakdown of Individual Amounts:** Appendix A to this agreement details the calculations for each affected employee.

7. **Funding Contingency:** This Agreement is contingent upon the receipt of funds from the State of California for the sole purpose of fulfilling the financial obligations herein towards the employees. If the State of California fails to approve or otherwise does not provide the necessary funding for this purpose, this Agreement shall become null and void ab initio with no further obligations on the part of the County to provide back pay to the corresponding employees under the terms of this Agreement.

8. **No Precedent**: SEIU agrees this Agreement is made in the interest of settlement and shall not be construed as a precedent in any future disputes or grievances.

9. **Withdrawal of Grievance and Waiver/Release of Claims**: By executing this Agreement, SEIU hereby withdraws the grievance filed on January 24, 2024, and waives all claims that could have been raised under the grievance and the facts and circumstances surrounding the grievance including, but not limited to, claims arising under the MMBA, any other law, any labor agreement, or any County policy, ordinance, or rule. SEIU further agrees not to pursue any further grievances, appeals, or actions based on any allegations or facts alleged in the grievance or related to or arising from the “Eligibility Specialist” series classification, in any administrative forum, or in any state or federal court.

10. **Counterparts Clause**: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile, email, or other electronic means, and copies of signed counterparts shall be deemed to be valid as originals.

11. **Entire Agreement**: This document contains the entire agreement between the parties concerning the subject matter of the grievance and Eligibility Specialist series and supersedes all prior negotiations, agreements, and understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

MARIPOSA COUNTY

By: _____ Date: _____

Name:

Title:

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 521 (SEIU)

By: _____ Date: _____

Name:

Title:

Appendix A - Eligibility Specialists I,II,III, Salary Changes

Name	Hire Date	Grade Step	Department	Current Annual Salary	Current Monthly Salary	Current Hourly Wage	New Annual Salary	New Monthly Salary	New Hourly Wage	Increased Annual Salary	Increased Monthly Salary	Increased Hourly Wage	Total Retro
Aguirre, Christina[1]	4/15/2024	Eligibility Specialist II Step 1	Employment and Community Services	$ 40,040.000	$ 3,336.667	$ 19.250	$ 54,165.280	$ 4,513.773	$ 26.042	$ 14,125.280	$ 1,177.107	$ 6.791	$ 2,354.213
Alcivar, Gilda	9/13/2022	Eligibility Specialist II Step 3	Employment and Community Services	$ 48,295.520	$ 4,024.627	$ 23.219	$ 59,718.880	$ 4,976.573	$ 28.712	$ 11,423.360	$ 951.947	$ 5.492	$ 9,519.467
Barnes, Erica	11/8/2021	Eligibility Specialist I Step 2	Employment and Community Services	$ 42,047.200	$ 3,503.933	$ 20.215	$ 51,596.480	$ 4,299.707	$ 24.806	$ 9,549.280	$ 795.773	$ 4.591	$ 7,957.733
Bergin, Anna[2]	2/8/2016	Eligibility Specialist II Step 5	Employment and Community Services	$ 53,248.000	$ 4,437.333	$ 25.600	$ 65,836.160	$ 5,486.347	$ 31.653	$ 12,588.160	$ 1,049.013	$ 6.052	$ 10,869.040
Brochini, Patsy	8/9/2023	Eligibility Specialist I Step 1	Employment and Community Services	$ 40,040.000	$ 3,336.667	$ 19.250	$ 49,140.000	$ 4,095.000	$ 23.625	$ 9,100.000	$ 758.333	$ 4.375	$ 7,583.333
Frausto, Humberto[3]	11/3/2020	Eligibility Specialist II Step 3	Employment and Community Services	$ 48,295.520	$ 4,024.627	$ 23.219	$ 59,718.880	$ 4,976.573	$ 28.712	$ 11,423.360	$ 951.947	$ 5.492	$ 2,855.840
Frausto, Jessica	9/14/2022	Eligibility Specialist II Step 2	Employment and Community Services	$ 45,999.200	$ 3,833.267	$ 22.115	$ 56,867.200	$ 4,738.933	$ 27.341	$ 10,868.000	$ 905.667	$ 5.225	$ 9,056.667
Hall, Aislinn[4]	8/2/2021	Eligibility Specialist II Step 3	Employment and Community Services	$ 48,295.520	$ 4,024.627	$ 23.219	$ 59,718.880	$ 4,976.573	$ 28.712	$ 11,423.360	$ 951.947	$ 5.492	$ 2,190.414
Kitchen, Stephanie	8/14/2023	Eligibility Specialist I Step 1	Employment and Community Services	$ 40,040.000	$ 3,336.667	$ 19.250	$ 49,140.000	$ 4,095.000	$ 23.625	$ 9,100.000	$ 758.333	$ 4.375	$ 7,583.333
Lambert, Trisha[5]	8/14/2023	Eligibility Specialist I Step 1	Employment and Community Services	$ 40,040.000	$ 3,336.667	$ 19.250	$ 49,140.000	$ 4,095.000	$ 23.625	$ 9,100.000	$ 758.333	$ 4.375	$ 2,275.000
Seed, Susan	6/14/2010	Eligibility Specialist II Step 5	Employment and Community Services	$ 53,248.000	$ 4,437.333	$ 25.600	$ 65,836.160	$ 5,486.347	$ 31.653	$ 12,588.160	$ 1,049.013	$ 6.052	$ 10,490.133
Shagner, Rachel	9/13/2022	Eligibility Specialist II Step 2	Employment and Community Services	$ 45,999.200	$ 3,833.267	$ 22.115	$ 56,867.200	$ 4,738.933	$ 27.341	$ 10,868.000	$ 905.667	$ 5.225	$ 9,056.667
Smith, Tina[6]	8/15/2023	Eligibility Specialist I Step 1	Employment and Community Services	$ 40,040.000	$ 3,336.667	$ 19.250	$ 49,140.000	$ 4,095.000	$ 23.625	$ 9,100.000	$ 758.333	$ 4.375	$ 6,066.667
Sternberg, Wendy	3/15/2006	Eligibility Specialist III Step 5	Behavioral Health	$ 58,252.480	$ 4,854.373	$ 28.007	$ 73,114.080	$ 6,092.840	$ 35.152	$ 14,861.600	$ 1,238.467	$ 7.145	$ 12,384.667
Walters, Kevin	2/1/2017	Eligibility Specialist III Step 5	Employment and Community Services	$ 58,252.480	$ 4,854.373	$ 28.007	$ 73,114.080	$ 6,092.840	$ 35.152	$ 14,861.600	$ 1,238.467	$ 7.145	$ 12,384.667
				$ 702,133.120	$ 58,511.093	$ 337.570	$ 873,113.280	$ 72,759.440	$ 419.774	$ 170,980.160	$ 14,248.347	$ 82.204	$ 112,627.840

[1] 4/15/2024 Hired - Salary only accounted for months as Eligibility Specialist

[2] 4/1/24Promoted to Eligibility Specialist- Salary only accounted for months as Eligibility Specialist

[3] 09/30/2023 Change Department- Salary only accounted for months as Eligibility Specialist

[4] 05/1/2024 Promoted to Eligibility III - Salary only accounted for months as Eligibility Specialist

[5] 10/09/2023 Changed Department- Salary only accounted for months as Eligibility Specialist

[6] 05/6/2024 Changed Department - Salary only accounted for months as Eligibility Specialist

Eligibility Specialist I						
Step	**Current Hourly**	**Current Monthly**	**Current Annual**	**New Hourly**	**New Monthly**	**New Annual**
Step 1	$ 19.250	$ 3,336.667	$ 40,040.000	$ 23.625	$ 4,095.000	$ 49,140.000
Step 2	$ 20.215	$ 3,503.933	$ 42,047.200	$ 24.806	$ 4,299.707	$ 51,596.480
Step 3	$ 21.226	$ 3,679.173	$ 44,150.080	$ 26.046	$ 4,514.640	$ 54,175.680
Step 4	$ 22.285	$ 3,862.733	$ 46,352.800	$ 27.349	$ 4,740.493	$ 56,885.920
Step 5	$ 23.399	$ 4,055.827	$ 48,669.920	$ 28.715	$ 4,977.267	$ 59,727.200

Eligibility Specialist II						
Step	**Current Hourly**	**Current Monthly**	**Current Annual**	**New Hourly**	**New Monthly**	**New Annual**
Step 1	$ 21.062	$ 3,650.747	$ 43,808.960	$ 26.041	$ 4,513.773	$ 54,165.280
Step 2	$ 22.115	$ 3,833.267	$ 45,999.200	$ 27.340	$ 4,738.933	$ 56,867.200
Step 3	$ 23.219	$ 4,024.627	$ 48,295.520	$ 28.711	$ 4,976.573	$ 59,718.880
Step 4	$ 24.380	$ 4,225.867	$ 50,710.400	$ 30.145	$ 5,225.133	$ 62,701.600
Step 5	$ 25.600	$ 4,437.333	$ 53,248.000	$ 31.652	$ 5,486.347	$ 65,836.160

Eligibility Specialist III						
Step	**Current Hourly**	**Current Monthly**	**Current Annual**	**New Hourly**	**New Monthly**	**New Annual**
Step 1	$ 23.042	$ 3,993.947	$ 47,927.360	$ 28.919	$ 5,012.627	$ 60,151.520
Step 2	$ 24.194	$ 4,193.627	$ 50,323.520	$ 30.365	$ 5,263.267	$ 63,159.200
Step 3	$ 25.402	$ 4,403.013	$ 52,836.160	$ 31.883	$ 5,526.387	$ 66,316.640
Step 4	$ 26.673	$ 4,623.320	$ 55,479.840	$ 33.480	$ 5,803.200	$ 69,638.400
Step 5	$ 28.006	$ 4,854.373	$ 58,252.480	$ 35.151	$ 6,092.840	$ 73,114.080

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED

MEETING:	June 18, 2024
TO:	The Board of Supervisors
FROM:	Joe Lynch, County Administrative Officer
RE:	Rescind Resolution 1987-421, 1991-258, and 2009-258; and Approve the New Pre-Employment Medical Exam Policy

RECOMMENDATION AND JUSTIFICATION

Rescind Resolution 1987-421, 1991-258, and 2009-258; and Approve the New Pre-Employment Medical Exam Policy.

This action would replace the current policy governing pre-employment offers created in 1987 with a new policy that complies with today's employment regulations.

In 1987, the Policy for Pre-Employment Physical Examinations tested all full-time classifications and part-time employees in high-risk occupations. In June 1991, the decision was made to exclude testing those considered “clerical occupations.” Changes were again made in 2009 to reduce the number of job classifications subject to the policy. Analyzing the policy today, it's apparent that the existing Policy for Pre-Employment Physical Examinations lacks clarity of inclusion criteria and specificity in communicating "objective job relatedness" between the exam necessity and a classification's essential duties as required by the Americans with Disabilities Act (ADA).

Furthermore, per ADA, employers may only perform a pre-employment medical exam when specific job-related essential functions are likely to cause a safety risk to the individual and the public, known as a Direct Threat. Considering this factor, sworn peace officers, firefighters, and commercial drivers are the only essential function groups currently identified in this new policy. (Essential function groups may be added in compliance with the new policy criteria.) Moreover, this policy has been reviewed by the County's legal counsel contracted for labor law matters, Liebert Cassidy Whitmore (LCW), and departs from the past policy by clearly adhering to medical exam standards widely accepted by relevant industry, state, or federal regulation.

The new policy, the Mariposa County Pre-Employment Physical Examination Policy, clarifies that a reasonable accommodation process is required for every medical screening failure, as required by the ADA and the California Civil Rights Department.

The new policy's scope is limited to the pre-employment process and does not affect a classification's ongoing medical exam requirements or lack thereof.

Lastly, the updated policy includes a revised list of job classifications with essential functions confirmed

to meet the new policy's requirements titled Appendix A: Positions Requiring Pre-Employment Medical Examinations. It authorizes the Human Resources Director to make revisions within policy criteria.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The *Policy for Pre-Employment Physical Examinations* Policy was created in October 1987 and amended in June 1991 to exclude "clerical" positions. In November 2009, the policy was once again revised to reduce the number of job classifications requiring physical examinations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Do not approve. The existing pre-employment exam policy will remain in place, maintaining the status quo.

FINANCIAL IMPACT

Approving the new policy will have no impact on the general fund.

ATTACHMENTS

1. **Current_Pre-Employment Physical Policy**
2. **PRE-EMPLOYMENT PHYSICAL EXAMINATION POLICY_05292024**

Pers.

COUNTY of MARIPOSA

P.O. Box 784, Mariposa, CA 95338 (209) 966-3222

BRAD ABORN, CHAIR — DISTRICT I
JANET BIBBY, VICE CHAIR — DISTRICT III
LYLE TURPIN — DISTRICT II
KEVIN CANN — DISTRICT IV
JIM ALLEN — DISTRICT V

MARIPOSA COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

TO: RICHARD J. BENSON, CAO

FROM: MARGIE WILLIAMS, Clerk of the Board

SUBJECT: Approve an Updated List of Job Classifications that Require Pre-employment Physicals, Give the Personnel Director Authority to Add Merit System Services Classifications to the List, Give the Personnel Director Authority to Make Minor Changes to the Typical Physical Requirements of Each County Job Description so that they are Consistent with Comparable County Job Descriptions, and Require a Physical for an Existing Employee who is in a Low Risk Classification and is Being Promoted in to a Job Classification that Requires a Physical

RESOLUTION 09-548

THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, CALIFORNIA

ADOPTED THIS Order on November 10, 2009

ACTION AND VOTE:

Approve an Updated List of Job Classifications that Require Pre-employment Physicals, Give the Personnel Director Authority to Add Merit System Services Classifications to the List, Give the Personnel Director Authority to Make Minor Changes to the Typical Physical Requirements of Each County Job Description so that they are Consistent with Comparable County Job Descriptions, and Require a Physical for an Existing Employee who is in a Low Risk Classification and is Being Promoted in to a Job Classification that Requires a Physical (County Administrative Officer/Personnel/Risk Manager)

BOARD ACTION: Discussion was held with Mary Hodson, Deputy County Administrative Officer. Board members suggested that other classifications, if not all, be included in the pre-employment physical requirements.

Input from the public was provided by the following:

Ruth Catalan stated she agrees with requiring pre-employment physicals for everyone who is hired.

MaryAnn Huff commented on the State's limit of being able to lift 40 pounds; agrees with requiring the pre-employment physicals for everyone and stated she hopes that drug testing is also required.

Further discussion was held. Supervisor Cann suggested that a discussion be held with the Health Officer on the rationale for this recommendation. Supervisor Bibby asked that information be brought back on the number of employees that we are talking about. (M)Turpin, (S)Bibby, Res. 09-548 was adopted approving the recommendation for the updated list of job classifications; directing that the matter come back for further consideration of the other positions and asking Supervisors Bibby and Allen to meet with the Health Officer before this comes back to the Board. Supervisor Bibby clarified

that this matter will come back as soon as practical, and she clarified that this is not subject to the meet-and-confer process. Supervisor Cann asked that a target date be set for this to come back. Chair Aborn suggested two weeks. Supervisor Bibby asked the Board members to provide a list of the positions that they have questions on; and asked that Dr. Mosher be present when this comes back to the Board. Ayes: Aborn, Turpin, Bibby, Cann; Noes: Allen.

Cc: Sandi Laird, Personnel
Chris Ebie, Auditor
Jim Rydingsword, Human Services Director
Dr. Mosher, Health Officer
File

MARIPOSA COUNTY BOARD OF SUPERVISORS | **AGENDA ACTION FORM** | **DATE**: November 10, 2009 **AGENDA ITEM NO.** 4

DEPARTMENT: Personnel | **BY**: Richard J. Benson | **PHONE**: 966-3222

RECOMMENDED ACTION AND JUSTIFICATION: Approve an updated list of job classifications that require pre-employment physicals, give the Personnel Director authority to add Merit System Services classifications to the list, give the Personnel Director authority to make minor changes to the typical physical requirements of each County job description so that they are consistent with comparable County job descriptions, and require a physical for an existing employee who is in a low risk classification and is being promoted in to a job classification that requires a physical.

Prior to 1991, all job classifications required a pre-employment physical. In June 1991, the Board of Supervisors abolished the requirement that pre-employment physicals be given for all clerical classifications as they were thought to be low-risk positions. Since that time, several new job classifications have been created. It is recommended that the attached list be approved which lists current job classifications along with whether a classification requires a physical. (Public Health Officer Dr. Mosher concurs with the attached list.) In the future prior to the adoption of new job classifications, staff will provide the Public Health Officer with the proposed job description. The Public Health Officer will be asked to review and to make a determination if the proposed classification should have a physical based on the essential functions and typical physical requirements of the classification; the Public Health Officer's recommendation will then be included in the request to the Board when adopting the new classification.

It is further recommended that the Personnel Director be given the authority to amend the job classification list from time to time after consulting with the Public Health Officer to add any new Merit System Services classifications; Merit System classifications are created by and administered by CPS Human Resource Services for the California State Personnel Board.

Additionally, there are job classifications that have common physical factors, however, the typical physical requirements do not read the same in their respective job descriptions. For example, an Office Technician I/II and the Assessment Office Manager are relatively similar as far as physical factors are concerned but one reads that the incumbent must have the ability to lift and/or move lightweights and the other reads that the incumbent must have the ability to lift and/or move objects and materials of up to 25 pounds in weight. It is recommended that authority be given to the Personnel Director with consultation with the Public Health Officer to make minor changes to the typical physical requirements of each County job description so that they are consistent.

Finally, when an employee promotes into a new classification, the employee is not required to have a physical. It is further recommended that when an employee has been offered a promotion into a classification that requires a physical and the employee is in a low risk classification, the employee will be required to undergo a physical as a condition of meeting the requirements of the new classification.

BACKGROUND AND HISTORY OF BOARD ACTIONS: On June 11, 1991, the Board of Supervisors waived pre-employment physicals for all clerical classifications.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION: Do not approve this action. A negative action would result in less expediency in hiring individuals in low-risk classifications, inconsistency in job classifications, and potential exposure as it relates to injuries for existing employees promoting from a low risk classification to a high risk classification.

Financial Impact? ( ) Yes (X) No Current FY Cost: $ Annual Recurring Cost: $
Budgeted In Current FY? ( ) Yes ( ) No ( ) Partially Funded
Amount in Budget: $
Additional Funding Needed: $
Source:
Internal Transfer _____
Unanticipated Revenue _____ 4/5's vote
Transfer Between Funds _____ 4/5's vote
Contingency _____ 4/5's vote
( ) General ( ) Other

List Attachments, number pages consecutively

Job Class list

CLERK'S USE ONLY:
Res. No.: 99-548 Ord.) ____
Vote – Ayes: 4 Noes: Allen
Absent: ____
Approved
( ) Minute Order Attached ( ) No Action Necessary
The foregoing instrument is a correct copy of
the original on file in this office.
Date: _____
Attest: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California
By: _____ Deputy

COUNTY A[illegible] NISTRATIVE OFFICER:
___✓___ Reque[illegible]d Action Recommended
____ No Opinion
Comments:

CAO: [signature]

JOB CLASSIFICATION	PHYSICAL REQUIRED
4-H Coordinator	✓
Account Clerk I	
Account Clerk II	
Account Clerk III	
Accountant I	
Accountant II	
Accountant II (Auditor's Office)	
Accounting Technician I	
Accounting Technician II	
Accounting Technician III	
Administrative Analyst-Administration	
Administrative Analyst-Business Development Coordinator	
Administrative Analyst-Human Services	
Administrative Analyst-Public Works	
Administrative Assistant/District Attorney	
Administrative Technician	
Agricultural and Standards Inspector I	✓
Agricultural and Standards Inspector II	✓
Agricultural and Standards Program Technician	✓
Airport Operations Manager	✓
Alcohol and Drug Assistant I	✓
Alcohol and Drug Assistant II	✓
Alcohol and Drug Program Supervisor	✓
Alcohol and Drug Specialist I	✓
Alcohol and Drug Specialist II	✓
Alcohol and Drug Specialist III	✓
Animal Control Officer	✓
Appraiser I	✓
Appraiser II	✓
Appraiser III	✓
Assessment Office Manager	
Assessment-Recording Clerk I	
Assessment-Recording Clerk II	
Assessment-Recording Clerk III	
Assistant Assessor-Recorder	
Assistant Auditor	
Assistant Chief Probation Officer	✓
Assistant Director of Public Works - Operations	✓
Assistant Planner	
Assistant Treas/Tax Coll.-Co.Clk	
Associate Engineer (with license, add 15%)	
Associate Planner	
Auditor-Appraiser	✓
Behavioral Health Fiscal Supervisor	
Building Inspector	✓
Cadastral Drafting Technician I	
Cadastral Drafting Technician II	
Child Support Accounting Specialist	
Child Support Attorney III	
Child Support Office Technician	
Child Support Specialist III	

JOB CLASSIFICATION	PHYSICAL REQUIRED
Clinical Psychologist	✓
Commercial Truck Driver/Equipment Mechanic	✓
Community Mental Health Nurse	✓
Contract Administrator	
County Surveyor	
Custodian	✓
Deputy Agricultural Commissioner/Sealer	✓
Deputy Clerk to the Board	
Deputy County Administrative Officer	
Deputy Director Employment and Community Services	
Deputy Director of Behavioral Health	✓
Deputy Director Social Services	✓
Deputy District Attorney I	
Deputy District Attorney II	
Deputy District Attorney III	
Deputy Fire Chief	✓
Deputy Planning Director	
Deputy Probation Officer I	✓
Deputy Probation Officer II	✓
Deputy Probation Officer III	✓
Deputy Treasurer	
Development Services Technician	
District Attorney Investigative Assistant	✓
District Attorney Investigator	✓
Elections Clerk I	✓
Elections Clerk II	✓
Eligibility Worker I	
Eligibility Worker II	
Eligibility Worker III	
Eligibility Worker Supervisor	
Employment & Training Worker I	
Employment & Training Worker II	
Employment & Training Worker III	
Engineering Technician I	
Engineering Technician II	
Engineering Technician III	
Engineering Technician Trainee	
Environmental Health Aide	✓
Environmental Health Specialist Trainee	✓
Equipment Mechanic//Heavy Equipment Mechanic	✓
Executive Assistant	
Facilities Maintenance Manager	✓
Fire Services Assistant	
Fiscal Officer I	
Fiscal Officer II	
Fleet Superintendent	✓
Fraud Investigator	
Gate Attendant	
Hazardous Materials Specialist	✓
Housing Specialist I	
Housing Specialist II	

JOB C SSIFICATION	PHYSICAL REQUIRED
Human Services Department On-Call Coordinator	
Information System Specialist	✓
Jail Facility Manager	✓
Jail Officer	✓
Jail Sergeant	✓
Junior Engineer	
Juvenile Corrections Officer	✓
Kitchen Assistant	✓
Legal Secretary I	
Legal Secretary II	
Library Assistant I	✓
Library Assistant II	✓
Maintenance & Construction Supervisor (Add 5% for Tree Crew)	✓
Maintenance Shop Worker	✓
Maintenance Supervisor-Facilities	✓
Maintenance Worker I--Facilities	✓
Maintenance Worker II--Facilities	✓
Maintenance Worker III--Facilities	✓
Maintenance Worker III--Roads (Add 5% for Tree Crew)	✓
Maintenance Worker II--Roads (Add 5% for Tree Crew)	✓
Maintenance Worker I--Roads (Add 5% for Tree Crew)	✓
Mental Health Aide/Client Recovery	✓
Mental Health Assistant I	
Mental Health Assistant II	
Mental Health Assistant III	
Mental Health Clinician	✓
Network Administrator I	✓
Network Administrator II	✓
Office Assistant I	
Office Assistant II	
Office Technician I	
Office Technician II	
Parks and Recreation Manager	✓
Payroll Specialist	
PC Technician	✓
Plan Checker/Inspector	✓
Planning Technician	
Plant Operator Technician	✓
Program Manager	
Public Health Educator	
Public Health Emergency Response Coordinator	
Public Health Nurse II	✓
Public Works Administrator	
Recreation Program Coordinator	✓
Registered Environmental Health Specialist	✓
Registered Nurse	✓
Road Superintendent	✓
Safety Officer	✓
Secretary	

JOB CLASSIFICATION	PHYSICAL REQUIRED
Secretary (Administration Office)	
Senior Agricultural and Standards Inspector	✓
Senior Alcohol and Drug Specialist	✓
Senior Civil Engineer	
Senior Development Services Technician	
Senior Information Systems Specialist	✓
Senior Library Assistant	✓
Senior Nutrition Cook/Site Supv.	✓
Senior Office Assistant	
Senior Planner	
Sheriff's Administrative Assistant	
Sheriff's Bailiff	✓
Sheriff's Captain	✓
Sheriff's Deputy	✓
Sheriff's Detective	✓
Sheriff's Dispatcher	
Sheriff's Evidence Technician	✓
Sheriff's Sergeant--Patrol	✓
Sheriff's Undersheriff	✓
Social Service Aide	
Social Worker I	✓
Social Worker II	✓
Social Worker III	✓
Social Worker IV	✓
Social Worker Supervisor I	✓
Social Worker Supervisor II	✓
Solid Waste and Recycling Manager	✓
Staff Services Manager I	
Supervising Custodian	✓
System Support Analyst	✓
System Support Analyst - County Clerk/Elections/Treasurer-Tax Collector	✓
Transit System Bus Driver	✓
Victim-Witness Advocate	
Victim-Witness Services Supervisor	

JOB C	SSIFICATION	'HYSICAL REQUIRED
EXTRA-HELP HOURLY SCHEDULE SPECIALIZED CLASSES		
Agricultural Field Assistant		✓
Code Compliance Technician		✓
Equipment Mechanic Trainee (4)		✓
Licensed Vocational Nurse		✓
Lifeguard I (a)		✓
Lifeguard II (1)		✓
Lifeguard III (1)		✓
Maintenance Worker Trainee - Roads (4)		✓
Medical Technician		✓
Medical Transportation Driver		✓
Nurse Practitioner (b)		✓
On-Call Social Worker IV		✓
Public Health Nurse		✓
Public Health Nurse - State (5)		✓
Recreation Aide I (2)		
Recreation Aide II (3)		
Recreation Aide III (3)		
Registered Environmental Health Specialist - State (5)		✓
Registered Nurse		✓
Senior Recreation Leader (c)		
Snow Plow Operator		✓
Veterans' Services Officer		
Volunteer Fire Membership Coordinator		
Water Safety Instructor (d)		✓
Weatherization Worker		✓
Work Study Student Trainee/High School (2)		
Work Study Student Trainee/College (3)		
Work Study Student Trainee/Post-Graduate (3)		
UNALLOCATED JOB CLASSIFICATIONS		
Child Support Accounting Technician		
Child Support Attorney I		
Child Support Attorney II		
Child Support Attorney IV		
Child Support Legal Secretary I		
Child Support Legal Secretary II		
Child Support Office Assistant I		
Child Support Office Assistant II		
Child Support Specialist I		
Child Support Specialist II		
Public Health Nurse I		✓

JOB CLASSIFICATION	PHYSICAL REQUIRED
ELECTED OFFICIALS	
Assessor/Recorder	
Auditor	
Board of Supervisors (5 districts) *	
District Attorney	
Sheriff/Coroner/Public Administrator	
Treasurer/Tax Collector/County Clerk	
APPOINTED OFFICIALS	
Agricultural Commissioner/Sealer	✓
Building Department Director	✓
Chief Probation Officer	✓
Child Support Services Director	✓
Clerk of the Board	
Community Services Director	✓
County Administrative Officer	✓
County Counsel	✓
County Health Officer (80% PPT)	✓
County Librarian	✓
Director of Public Works	✓
Fire Chief/Emergency Planning Coord.	✓
Human Services Director/Mental Health	✓
Planning Director	✓
Technical Services Director	✓

Personnel

MARIPOSA COUNTY
BOARD OF SUPERVISORS

AGENDA
ACTION FORM

DATE: June 11, 1991
BOARD AGENDA ITEM NO.: 10

DEPARTMENT: Public Health
BY: C. B. Mosher, MD, Health Officer
PHONE: 966-3689

RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes___ No x)
Recommend resolution abolishing the need for pre-employment physical examinations for clerical classifications. For purposes of reduced staff cost at the Health Department and expediency in hiring in the very low risk classifications including clerks and secretaries, abolishing the pre-employment physical exam is recommended. Review of last year's examination records show no clerks examined failed the screening exam.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
By resolution, the Board required pre-employment exams on all prospective employees.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
1. Continue exams and funding for them.

COSTS: (X) Not Applicable
A. Budgeted current FY $_____
B. Total anticipated costs $_____
C. Required Add'l funding $_____
D. Source: _____

SOURCE: ( ) 4/5ths Vote Required
A. Internal transfers $_____
B. Unanticipated revenues $_____
C. Reserve for contingency $_____
D. Description: _____
Balance in Reserve for Contingencies, if approved: $_____

SPECIAL INSTRUCTIONS:
List the attachments and number the pages consecutively:

CLERK'S USE ONLY:
Res. No.: 91-258
Ord. No.: _____
Vote - Ayes: 5 Noes: _____
Absent: _____ Abstained: _____
( ) Approved ( ) Denied
( ) Minute Order Attached

The foregoing instrument is a correct copy of the original on file in this office.
Date: _____
ATTEST: MARGIE WILLIAMS
Clerk of the Board of Supervisors
County of Mariposa, State of CA
By: _____
Deputy

ADMINISTRATIVE OFFICER'S RECOMMENDATION:
This item on agenda as:

_X_ Recommended
_____ Not Recommended
_____ For Policy Determination
_____ Submitted with Comment
_____ Returned for Further Action

Comment: _____

A.O. Initials: _____

Action Form Revised 12/89

10A10

Mariposa County Personnel Office
Hall Of Records

CATHERINE HARMON
Personnel Officer

4982 10th Street
P.O. Box 784
Mariposa, California 95338
(209) 966-5694

June 10, 1991

TO: Charles Mosher, M.D.

FROM: Catherine Harmon, Personnel Officer CH

SUBJECT: Low-Risk Occupational Positions

In regard to your request that I offer input to the Board of Supervisors' June 11, 1991 Agenda Item 10, "Resolution Abolishing Requirement for Pre-Employment Physical Examinations for Clerical Classifications", I recommend the use of the terminology "low-risk occupational position" rather than "clerical" and offer the attached classification list showing my initial impression of those classifications which might be considered (noted by an asterisk).

If you have any questions if I can provide any additional information, please let me know.

CH:njk
Attachment

cc: John W. McCamman

CLASSIFICATION	RANGE
Account Clerk I	104-120
Account Clerk I	104-120
Account Clerk I	104-120
Account Clerk I	104-120
Account Clerk II	114-130
Account Clerk II	114-130
Account Clerk II	114-130
Account Clerk II	114-130
Accountant I	158-174
Accountant I	158-174
Accountant II	165-181
Accountant II	165-181
Administrative Assistant	164-180
Administrative Assistant	164-180
Agricultural Inspector I	144-160
Agricultural Inspector II	152-168
Agriculture Inspector III	168-184
Air Pollution Control Officer	181-197
Animal Control Officer	132-148
Appraiser I	151-167
Appraiser II	161-177
Appraiser III	174-190
Assessment Clerk	119-135
Assistant Auditor/Recorder	185-201
Assistant County Clerk	168-184
Assistant District Attorney	202-218
Assistant ~~Public Works~~ Director, Public Works	222-238
Assistant Treasurer/Tax Collector	169-185
Associate Engineer	197-213
Associate Surveyor	183-199
~~Asst~~. Veterans/Senior Services/Transit Off.	137-153
Auditing/Recording Technician I	122-138
Auditing/Recording Technician II	129-145
Building Inspector	160-176
Building/Grounds Supervisor	152-168
Chief Building Inspector	176-192
Clerk of the Board of Supervisors	160-176
Clerk of the Justice Court	144-160
Commander	195-211
Contract Administrator	160-176

Custodian	112-128
Deputy Director, Parks and Rec.	183-199
Deputy Director, Road Division	186-202
Deputy District Attorney	202-218
~~Deputy District Attorney~~	202-218
~~Deputy District Attorney/OCJP~~	202-218
Deputy Probation Officer	155-171
Deputy Probation Officer/OCJP	155-171
Deputy Sheriff	161-177
Deputy Sheriff/OCJP	161-177
Detective	161-177
Drafting Technician	138-154
* Elections and Jury Clerk	132-148
* Eligibility Specialist	137-153
* Eligibility Worker I	119-135
* Eligibility Worker II	128-144
* Eligibility Worker III	137-153
* Eligibility Worker Supervisor	160-176
Engineer Technician II	157-173
Engineer Technician III	167-183
* Employment & Training Workers (pn Di, m. 9/15/94)	
Engineering Technician I	144-160
Engineering Technician II	157-173
Equipment Mechanic	149-165
Equipment Mechanic	149-165
Equipment Mechanic	149-165
Equipment Mechanic Helper	136-152
Equipment Mechanic Supervisor	156-172
Equipment Mechanic Supervisor	156-172
* Executive Legal Secretary	140-156
* Executive Secretary	136-152
Executive Secretary	136-152
* Fiscal Technician	139-155
Fraud Investigator	159-175
Graduate Sanitarian	162-178
* Investment Officer	139-155
Family Support Officer (physical req'd, pr. Di, Mosher * 1/31/94)	
Jail Facility Manager	189-205
Jail Officer/Dispatcher	146-162
Jail Sergeant	171-187
* Justice Court Clerk I	122-138
* Justice Court Clerk II	126-142
* Legal Secretary	131-147
* Literacy Program Coordinator	137-153
Maintenance and Const Supervisor	158-174
Maintenance Foreman	161-177
Maintenance Worker I	125-141

* Need to fill only not in effect. Oth to be treated as all classes per JGG.

Maintenance Worker I	125-141
Maintenance Worker I	125-141
Maintenance Worker II	134-150
Maintenance Worker II	134-150
Maintenance Worker II	134-150
Manager, Special Dist. & Facilities	178-194
Office Assistant I	97-113
Office Assistant I	97-113
Office Assistant I	97-113
Office Assistant I	97-113
Office Assistant I	97-113
Office Assistant II	107-123
Office Assistant II	107-123
Office Assistant II	107-123
Office Assistant II	107-123
Office Assistant II	107-123
Office Technician	145-161
Office Technician	145-161
Office Technician	145-161
Office Technician	147-163
Park Maintenance Supervisor	152-168
Permit Coordinator	138-154
Personnel Officer	196-212
Plan Checker/Inspector	166-182
Planner II	158-174
Planner III	170-186
Planner IV	182-198
Probation Aide	137-153
Program Assistant	170-186
Program Manager	191-207
Programmer/Analyst	192-208
Property Mapper	146-162
Public Health Educator	194-210
Public Works Administrator	193-209
Rd Maintenance Const Supervisor	161-177
Recreation Program Coordinator	136-152
Registered Environmental Health Specialist I	178-194
Registered Environmental Health Specialist II	197-213
Secretary	129-145
Secretary	129-145
Secretary	129-145
Secretary	129-145
Secretary	129-145
Senior Account Clerk	125-141
Senior Account Clerk	125-141

Senior Civil Engineer	206-222
Senior Engineering Technician	174-190
Senior Maintenance Worker	146-162
Senior Maintenance Worker	146-162
Senior Office Assistant	116-132
Senior Office Assistant	116-132
Senior Office Assistant	116-132
Senior Office Assistant	116-132
Senior Office Assistant	116-132
Senior Office Assistant	116-132
Senior Office Assistant	116-132
Senior Office Assistant	116-132
Senior Office Assistant	121-137
Senior Office Assistant	121-137
Senior Office Assistant (temp. assign.)	121-137
Senior Superior Court Clerk	140-156
Sergeant	176-192
Sheriff's Dispatcher	127-143
Sheriff's Evid. Tech/Main Wker I	134-150
Social Worker I	140-156
Social Worker II	150-166
Social Worker III	160-176
Social Worker IV	172-188
Special Projects Coordinator	188-204
Special Services Coordinator	181-197
Staff Services Analyst II	165-181
Superior Court Clerk	126-142
Transit System Bus Driver	133-149
Transportation Planner	157-173
Undersheriff	209-225

3/28/91
ranges1.doc

EMPLOYEE ALLOCATION SCHEDULE

DEPARTMENT/OFFICE

EXTRA HELP HOURLY SCHEDULE
SPECIALIZED CLASSES

RANGE FROM SALARY SCHEDULE

		HOURLY RATE
1	Agricultural Field Assistant	$7.28
2	Aids Program Coordinator	11.00 -15.00
X 3 NEED	Cashier/Step I	4.25
X 4 NEED	Cashier/Step II	5.25
X 5	CHDP Coordinator/Tobacco Cessation Adm. Asst.	7.75
6	Community Education Coordinator	11.45
X 7	Child Care - Tobacco Cessation Program	5.00
8	Courthouse Guide	4.25 - 7.00
X 9	Data Entry Operator	6.80
10	Deputy Fish and Game Warden	3.50
11	Deputy Sheriff - Extra Help	11.12
12	District Attorney's Investigator	12.00
13	4-H and Youth Assistant	6.80
14	Independent Professional	12.00
15	Information and Referral Specialist	5.65 - 6.25
16	Kitchen Aide	5.00
X 17	Legal Clerk	7.11
18	Licensed Vocational Nurse (LVN)	10.00
19	Medical Technician	7.00
20	Medical Transportation Driver	6.25
21	Nurse Practitioner	20.00
22	Program Aide	4.25
23	Public Health Educator	13.00 - 17.00
24	Public Health Project Supervisor	13.70
25	Public Health Nurse	20.00
26	Recreation Lifeguard	4.25 - 7.00
27	Registered Nurse (RN)	15.00
28	Sanitarian Aide	8.63
29	Sanitarian Trainee	7.28
30	Senior Nutrition Cook/Site Supervisor	8.00
31	Senior Outreach Specialist	7.00
32	Substitute Driver	4.25
33	Teen Recreation Leader - Adult	7.00
34	Tutor-Learner Coordinator	6.00 - 8.00
35	Victim-Witness Coordinator/Advocate	9.43
36	Work Study Student Trainee	4.25

X NO PHYSICAL

Mariposa County Health Department

Charles B. Mosher, MD, County Health Officer

Public Health Section
4988 Eleventh Street
Post Office Box 5
Mariposa, California 95338
(209) 966-3689 FAX (209) 966-4929

Environmental Health Section
5320 Highway 49 North
Post Office Box 5
Mariposa, California 95338
(209) 966-0200 FAX (209) 966-4929

RECEIVED
JAN 25 1993
MARIPOSA COUNTY
PERSONNEL/PURCHASING

RECEIVED
JAN 22 1993
MARIPOSA CO. COUNSEL

January 20, 1993

TO : Jeff Green, County Counsel

FROM : C. B. Mosher, MD, Health Officer

SUBJECT: Library Staff

I have reviewed the specifications for Library Assistant I/II and Senior Library Assistant. I believe that they should both have screening physical examinations prior to hiring primarily due to the job requirement "being able to lift and carry up to 40 pounds".

Low back injuries and chronic low back problems are very frequently encountered during pre-employment screening examinations in my experience.

Copy to Nancy

Mariposa County Board of Supervisors

DISTRICT 1..... ARTHUR G. BAGGETT, JR.
DISTRICT 2..... EUGENE P. DALTON, JR.
DISTRICT 3..... ERIC J. ERICKSON
DISTRICT 4..... LEROY RADANOVICH
DISTRICT 5..... GERTRUDE R. TABER

JOHN W. McCAMMAN
Administrative Officer
MARGIE WILLIAMS
Clerk of the Board
P. O. Box 784
MARIPOSA, CALIFORNIA 95338
(209) 966-3222

December 23, 1987

TO: Department Heads

FROM: John W. McCamman, Administrative Officer

SUBJECT: Pre-Employment Physical Examinations

Attached for your information are policies and procedures which have been developed relative to pre-employment physical examinations for County employees. Please carefully review this material and ensure that you and your staff members who are involved in the physical examination process are thoroughly familiar with the following:

Attachments:

A. Policy for Pre-Employment Physical Examinations.

This document establishes the policy requiring pre-employment physical examinations and outlines the standards which will be applied by the Examining Officer (a nurse and/or physician) in performing these physical examinations.

B. Procedures - Pre-Employment Examinations.

This document contains a detailed outline of the physical examination process. As stated in Paragraph A, it is important that prospective employees be informed of the requirement of successfully passing the pre-employment examination.

C. Resolution 87-421.

This Resolution waives the pre-employment physical examination for employees occupying low risk positions (office and clerical) for a term of less than 30 days.

Guidelines:

Consistent with the above-described policies and procedures, please use the following guidelines with respect to physical examinations:

1. A pre-employment physical examination is required for prospective employees in all full-time classifications. The examination must be completed and approved prior to the candidate actually coming on duty.

2. A pre-employment physical examination is required for part-time employees in higher risk occupations, such as maintenance worker, truck and tractor operators, etc., prior to the employee actually coming on duty.

3. A pre-employment physical examination is required for all part-time employees who are under contract with the County, i.e. employees who will work 30 days or more during any fiscal year. The examination must be completed and approved prior to submission of the Part-Time Employment Contract for approval of the Board of Supervisors.

4. Any concern regarding determination of the requirement for a pre-employment physical examination should be referred to me on a case-by-case basis.

5. Allow two weeks for the physical examination to be performed, reviewed and approved. Prospective employees and contract employees should be scheduled for examinations to allow sufficient time for this process to be completed.

vf
attachments

MARIPOSA COUNTY

POLICY FOR PRE-EMPLOYMENT PHYSICAL EXAMINATIONS

A. All persons who successfully complete the employment process through selection by the appropriate department head must pass a physical examination prior to employment. It is the intent of the County that no one shall commence employment until they have successfully completed the pre-employment physical examination process.

B. The physical examination will be provided at County expense by practitioners selected by the County.

C. Ability to perform the specific job for which an applicant has applied will be determined by the Examining Officer. Additional medical information or judgements which the applicant may wish to have considered should be submitted by the applicant to the Examining Officer.

D. This policy does not in any way affect people already employed and presently working for the County.

E. Standards:

1. General: The Examining Officer will use reasonable medical judgement, consistent with the current community standard of practice in determining whether an applicant for any position is medically capable of performing the tasks of that position in a dependable manner.

2. Heavy labor: Jobs requiring regular or occasional but intense physical exertion will, by their nature, require that the Examining Officer assess also an applicant's degree of fitness, musculo-skeletal fitness (with particular attention to the knees and spine), cardiovascular-respiratory fitness, and adverse health habits such as smoking and failure to exercise regularly.

3. Special driver's licenses: When an applicant's job requires a special DMV certification (e.g., bus driver, heavy equipment operator, firefighter), the County Examining Officer will perform the examination for the license. If an applicant possesses a current certification he/she must nevertheless undergo the County examination.

4. Sheriff's Office: The Examining Officer will use P.O.S.T. standards for applicants for sheriff's office sworn positions.

F. Additional Examinations:

If the Examining Officer determines that further tests or evaluations are needed before a decision to hire can be made, the applicant must obtain these tests at his own expense,

and the results be submitted to the Examining Officer before the final determination is made.

G. Records:

All medical records will be treated with standard care with respect to confidentiality.

MARIPOSA COUNTY PROCEDURES
PRE-EMPLOYMENT EXAMINATIONS

A. Department Heads should inform prospective employees that successfully passing the pre-employment exam is required before hiring is completed. This will take a minimum of two weeks and maybe longer if a physician exam is required.

B. Process:

1. Candidate is sent by the Department Head to Maureen Spacke at J. C. Fremont Hospital for paramedic exam (screening exam). The attached "Request for Pre-Employment Physical Examination" form should be sent with the prospective employee to Ms. Spacke and copies distributed as indicated.

2. Paramedic will notify Administrative Aide in Administrative Office (Bonnie Tifft) of completion of exam.

3. Paramedic exam is forwarded to Examining Officer (Dr. Mosher) for review.

4. Examining Officer determines either:
   a. medically cleared for job, or
   b. needs a physician exam.

   This information is forwarded to the Administrative Aide.

5. If physician exam is needed, Administrative Aide to inform appropriate Department Head, who, in turn, will contact applicant to make appointment at the physician's office.

6. After physician exam, Examining Officer sends final determination to Administrative Aide.

MARIPOSA COUNTY RESOLUTION NO.87-421

Waiving Pre-Employment Physical Examinations
for Low Risk, Short-Term Categories

WHEREAS, the Board of Supervisors has established a physical examination process for prospective employees in order to reduce the workers compensation exposure of the County, and

WHEREAS, the Board has reviewed the existing practice of requiring all prospective employees, whether short-term or long-term, in all classifications of employment to receive pre-employment physical examinations, and

WHEREAS, certain classifications of employment are of sufficiently low risk for purposes of workers compensation as may be excluded from pre-employment physical examinations,

NOW, THEREFORE, BE IT RESOLVED, that employees of the County shall be required to pass a pre-employment physical examination with the following exceptions:

Those in low risk (office and clerical) positions for a term of less than 30-days.

BE IT FURTHER RESOLVED, that in instances where there may be a concern over an issue, a determination of the requirement for a pre-employment physical examination may be made on a case-by-case basis by the Administrative Officer.

Res. No. 87-421

PASSED AND ADOPTED this 27th day of October, 1987 by the Mariposa County Board of Supervisors a political subdivision of the State of California, by the following vote:

AYES: BAGGETT, DALTON, ERICKSON, RADANOVICH

NOES: NONE

ABSENT: TABER

ABSTAINED: NONE

LEROY RADANOVICH, Chairman
Mariposa County Board of Supervisors

ATTEST:

MARGIE WILLIAMS, Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

JEFFREY G. GREEN, County Counsel

REQUEST FOR
PRE-EMPLOYMENT PHYSICAL EXAMINATION

Date: _____

To: Maureen Spacke, R.N.

From: Department Head and/or
Personnel Supervisor:

_____
(Signature)

Department or Volunteer Company:

_____
(Insert Name)

This memo will identify _____,
(Name of prospective employee/volunteer)
who is applying for the position of: _____.
(Title of position)

You are hereby authorized to administer a pre-employment physical examination to this individual pursuant to your contract with Mariposa County.

Original: Ms. Spacke, R.N.
Copy: Administrative Officer
County Auditor

MARIPOSA COUNTY
PRE-EMPLOYMENT PHYSICAL EXAMINATION POLICY

PURPOSE

To define the County's pre-employment medical exam policy and standards. This policy guides the medical examination process, requirements, and reasonable accommodation process. This policy does not address medical screenings that may or may not be required as a condition of employment after completing the conditional employment offer phase.

DEFINITIONS

Direct Threat: A significant risk of substantial harm to the health or safety of the individual or others that cannot be eliminated or reduced by reasonable accommodation. The determination that an individual poses a "direct threat" shall be based on an individualized assessment of the individual's present ability to safely perform the position's essential functions. *(29 CFR § 1630.2 – Definitions)*

This assessment shall be based on a reasonable medical judgment based on current medical knowledge and/or the best available objective evidence. In determining whether an individual would pose a direct threat, factors to be considered include:

1. The duration of the risk;
2. The nature and severity of the potential harm;
3. The likelihood that the potential harm will occur; and
4. The imminence of the potential harm *(29 CFR 1630.2 Definitions).*

Essential Function: An activity or function that is a required business necessity.

Essential Function Groups: A set of essential functions performed by similar job classifications containing direct threat characteristics for which a specific industrial standard, state, or federal law mandates a medical screening to reduce or remove the direct threat.

POLICY

Positions with essential functions requiring a medical examination after the applicant has received a conditional employment offer are based on the following criteria:

1. The applicant is required to perform one or more essential functions that include a significant risk of substantial harm, direct threat, to the health or safety of the individual and the public; and
2. the medical screening examination is required by the industry standard, state, or federal law. Medical examinations currently meeting the requirements above for essential function groups are listed below:
    a. Commercial vehicle operation or other vehicle requiring a special license requiring a medical exam. (49 CFR 391.41-391.49)
    b. Firefighting (*National Fire Protection Association (NFPA) 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments)*.
    c. Law enforcement, sworn peace officer *(2 Cal. Gov. Code 1031 (f), POST Commission Regulation 1954).*

Human Resources will periodically update the list of positions requiring a post-conditional offer of employment medical examination as needed. The absence of a classification in *Appendix A: Positions Requiring Pre-Employment Medical Examinations list* does not exclude an applicant from the requirement to undergo a medical examination if the classification meets prior criteria. In such circumstances, the recognized need to perform an examination and the absence of the classification in *Appendix A* shall initiate the position's inclusion revision.

DRAFT

Requesting Department Communication to Candidate

The requesting department should clearly explain to the candidate that the offer of employment is contingent upon the candidate successfully completing the required medical exam. Although the medical examination requirement can be informally communicated via email or phone, a formal post-conditional employment offer enumerating all contingent offer requirements shall be sent via certified USPS mail.

Department of Motor Vehicle (DMV) Exams Performed Prior to Employment

Individuals possessing a DMV medical certificate valid for 180 days or greater will not be required to conduct a DMV medical certificate screening until the current date is nearing 60 days or less from the expiration date. Before waiving the medical certification screening, the applicant must provide a recent DMV printout, obtained within the prior fourteen (14) calendar days, to confirm the medical screening expiration date.

Concurrent exams

When a post-conditional employment offer applicant must undertake more than one (1) medical screening exam; all exams may be performed concurrently when feasible. The department supervisor, the applicant, and the clinic staff must approve the request.

Failure to Pass Medical

A candidate failing to pass a required medical exam will automatically trigger the interactive reasonable accommodation process. Individuals who do not complete the medical exam due to no fault of their own, i.e., natural disaster, power outage, etc., will be provided a second medical screening. Individuals who are late or miss their first exam appointment may be provided a rescheduled examination date and time. Failing to participate in the second medical exam appointment will result in Human Resources or the hiring department rescinding the conditional employment offer.

Reasonable Accommodation Interactive Process

When necessary, as indicated by the candidate's medical examination results, the County will engage in the interactive process and identify potential reasonable accommodations.

Should a candidate's medical examination reveal work limitations, a County physician or other designated medical examiner, in communication with Human Resources, will perform an initial analysis of the limitations in the context of the position's essential functions and the requirements of the governing authority. Where results of such medical examination would result in disqualification, the candidate may submit independent medical opinions for consideration before the final determination is complete. (Cal. Code Regs. Tit. 2, § 11071) When a reasonable accommodation cannot be found, Human Resources will consult with the candidate, and the conditional offer of employment will be rescinded via certified mail. The County shall not authorize any employee to begin work if they pose a direct threat to the health and safety of themselves or others.

All County medical standards comply with applicable State and federal law, most notably the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, the California Fair Employment and Housing Act (FEHA), and applicable implementing regulations. Mariposa County does not request genetic information in compliance with the Genetic Information Nondiscrimination Act (GINA).

Appendix A: Positions Requiring Pre-Employment Medical Examinations

DRAFT

Appendix A:

Positions Requiring Pre-Employment Medical Examinations

Classification	Fire Fighting	Commercial Vehicle Operation	Law Enforcement
Battalion Chief	**X**	*****	
Assistant Chief	**X**	*****	
Reserve Firefighter I/II	**X**	*****	
Fire Prevention Specialist	**X**		
Volunteer Firefighter	**X**	*****	
Support Member	**X**	*****	
Asst Chief Probation Officer			**X**
Deputy Probation Officer I			**X**
Deputy Probation Officer II			**X**
Deputy Probation Officer III			**X**
District Attorney Investigator I/II			**X**
Probation Corrections Officer			**X**
Shariff's Bailiff			**X**
Sheriff's Bailiff			**X**
Sheriff's Detective			**X**
Custodial Sargent			**X**
Custodial Deputy			**X**
Jail Lieutenant			**X**
Sherriff's Captain			**X**
Sherriff's Sergeant/Patrol			**X**
Sheriff's Undersheriff			**X**
Transit System Bus Driver		**X**	
Equipment Mechanic Supervisor		**X**	
Equipment Operator		**X**	
Maintenance Worker I-Roads		**X**	
Maintenance Worker II-Roads		**X**	
Maintenance Worker III-Roads		**X**	
Maintenance Worker I-Solid Waste		**X**	
Maintenance Worker II-Solid Waste		**X**	
Maintenance Worker III-Solid Waste		**X**	
Maintenance Construction Supervisor		**X**	
Roads and Bridges Manager		**X**	
Superintendent - Roads		**X**	
Superintendent - Landfill		**X**	

An Asterisk (*) indicates that a medical screening exam may be required due to the classification's specific function.

An "X" indicates a medical screening exam is required for the classification.

Notes:

Firefighters must participate in a medical screening in compliance with the *National Fire Protection Association (NFPA) 1582 Standard on Comprehensive Occupational Medical Program for Fire Departments*. Essential functions include operating fire and emergency service apparatus, performing rescue operations, removing individuals from danger, and administering first aid.

Commercial vehicle operations or vehicles requiring a medical exam to hold a special license in compliance with *(49 CFR 391.41-391.49)* These positions require a California Class A or B driver's license depending on the position at the time of hire or within six (6) months of hire. Essential functions of these classifications include the operation of heavy equipment, construction equipment, or transit vehicles.

Law enforcement officers must participate in a medical screening in compliance with *(2 Cal. Gov. Code 1031 (f). POST Commission Regulation 1954*). An example of essential functions of these classifications includes responding to calls for the protection of life and property, being responsible for maintaining law and order and utilizing a firearm in the course of duty.

DRAFT

MARIPOSA COUNTY

Board of Supervisors

RESOLUTION - ACTION REQUESTED 2024-268

MEETING: June 18, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: Adopt a Resolution Adopting the 2024-25 Fiscal Year Budget and Authorizing Certain Actions in Order to Implement the Fiscal Year 2024-25 (FY25) Budget

---

RECOMMENDATION AND JUSTIFICATION

Adopt a Resolution Adopting the 2024-25 Fiscal Year Budget and Authorizing Certain Actions in Order to Implement the Fiscal Year 2024-25 (FY25) Budget.

The Resolution delegates authority to the Auditor, County Administrative Officer, and department heads to take certain actions to administer the adopted budget.

The Board reviewed the FY25 recommended budget at a public hearing on June 11, 2024. The final budget consists of the recommended budget, vehicle list, and employee allocations.

California Government Code Sections 29089 and 29090 provides that the adoption of the Final Budget may be accomplished by referencing the Final Budget document rather than specifically including the numerical information in the resolution itself. It is recommended that the Board adopt the Fiscal Year 2024-25 budget by reference. A budget adopted by reference rather than by specific designation has the same effect and is governed by the same legal requirements.

BACKGROUND AND HISTORY OF BOARD ACTIONS

The Board adopts a budget resolution annually. The most recent action was Resolution 2023-343: Adopt a Resolution Adopting the 2023-24 Fiscal Year Budget and Authorizing Certain Actions in Order to Implement the Fiscal Year 2023-24 (FY24) Budget.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

The County is required to have an adopted Final Budget each fiscal year.

FINANCIAL IMPACT

This action will adopt allocations for all funds as consented upon in the June 11, 2024, public hearing on the budget.

ATTACHMENTS

1. FY25 Final Budget Resolution

VOTE RESULT

RESULT:	**Adopted (UNANIMOUS)**
MOVER:	District IV Supervisor Wayne Forsythe
SECONDER:	District III Supervisor Danette Toso
AYES:	District V Supervisor Menetrey, District I Supervisor Smallcombe, District III Supervisor Toso, District IV Supervisor Forsythe, District II Supervisor Poe

MARIPOSA COUNTY RESOLUTION NO. _____

ADOPTING THE 2024-2025 FISCAL YEAR BUDGET AND AUTHORIZING CERTAIN ACTIONS IN ORDER TO IMPLEMENT THE FISCAL YEAR 2024-2025 BUDGET

WHEREAS, the Recommended Budget for the County of Mariposa, State of California, for the Fiscal Year 2024-2025 (FY25) was prepared, made available for distribution, and distributed according to law; and

WHEREAS, notice that the Recommended Budget was prepared and made available for distribution and specifying the time and place of hearing for the purpose of fixing the Recommended Budget and was published for the time and in the manner required by law; and

WHEREAS, a hearing upon the Recommended Budget was held, at which hearing the items of the budget were considered and discussed, and the hearing having been continued from day to day, and there being no requests or applications on file with the Board of Supervisors for further hearing, and the Board having declared the hearing concluded, and this being the time for the adoption of the Final Budget of Mariposa County for FY25.

NOW, THEREFORE, BE IT RESOLVED that the recommended budget of the County of Mariposa for the Fiscal Year 2024-25 be and hereby is adopted as the Final Budget for the Fiscal Year 2024-25 for all funds governed by the Board of Supervisors, which document is adopted by reference, as provided for by Government Code 29090, and made a part of this resolution.

BE IT FURTHER RESOLVED, that the Board of Supervisors herein delegates certain authorities and provides direction concerning the administration of the budget for FY25.

1. The Auditor is authorized to allow for cash flow financing of capital projects from the General Fund and related reserve funds, as required.

2. The Auditor may transfer budgeted benefits among the various budget units as necessary to ensure that all benefit costs are covered.

3. The Auditor may transfer appropriations for Accrued Benefits and Unemployment Insurance as required, up to the total authorized amount for these purposes.

4. The Auditor is authorized to pay year-end expenses from the budget of the year in which the expenses were incurred, in accordance with the policy adopted by the Board of Supervisors in the Fiscal Year of 1997-1998.

5. Departments shall be responsible for budgets by object expense (category) without prior approval by the Board of Supervisors.

6. Administration shall adjust existing positions and allocations of existing positions to be consistent with the adopted Final Budget for FY25 without further action by the Board of Supervisors.

BE IT FURTHER RESOLVED, that the Auditor is authorized to adjust each fund as necessary to balance the funds and the budget, and if necessary, to balance any fund by reducing said fund's general reserve; and

BE IT FURTHER RESOLVED, that the Auditor shall compile and publish the Final Budget which by this reference is made part hereof, and said document meets the minimum requirements set forth in Section 29089 of the California Government Code.

PASSED AND ADOPTED by the Board of Supervisors of the County of Mariposa, State of California on this 18th day of June, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

_____
MILES MENETREY, Chair

ATTEST:

_____
DANIELLE BONDSHU, Clerk of the Board

APPROVED AS TO FORM:

_____
STEVEN W. DAHLEM, County Counsel

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: June 18, 2024

TO: The Board of Supervisors

FROM: Joe Lynch, County Administrative Officer

RE: **CLOSED SESSION:** Conference with Labor Negotiators: Name of County Designated Representative: Shelline Bennett: Employee Organization: Mariposa County Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Conference with Labor Negotiators: Name of County Designated Representative: Shelline Bennett: Employee Organization: Mariposa County Managerial/Confidential Organization (MCMCO); and Service Employees International Union (SEIU)

[ ] CONFERENCE WITH LEGAL COUNSEL:

[ ] Existing Litigation:
[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation
[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.
Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization:
Name of County Designated Representative:
Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Position of employee under review: (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[X] CONFERENCE WITH COUNTY LABOR NEGOTIATOR
Name of Employee Organization(s): Mariposa County Managerial/Confidential Organization (MCMCO), Service Employees International Union (SEIU)
Name of County Designated Representative: Shelline Bennett
Title(s) of unrepresented individuals with whom negotiations are being conducted: N/A

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of the law enforcement agency involved:
Title of officer of a law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

Not Applicable

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

Not Applicable

FINANCIAL IMPACT

Not Applicable

ATTACHMENTS

None

MARIPOSA COUNTY

Board of Supervisors

Agenda Item – No Resolution Requested

MEETING: June 18, 2024

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: **CLOSED SESSION:** Conference with Legal Counsel; Existing Litigation: Ted Dwyer V. County of Mariposa; WCAB No.: ADJ10168154, ADJ10168168, ADJ1016816464

RECOMMENDATION AND JUSTIFICATION

CLOSED SESSION: Conference with Legal Counsel; Existing Litigation: Ted Dwyer V. County of Mariposa; WCAB No.: ADJ10168154, ADJ10168168, ADJ1016816464

[X] CONFERENCE WITH LEGAL COUNSEL:

[X] Existing Litigation: Ted Dwyer V. County of Mariposa; WCAB No.: ADJ10168154, ADJ10168168, ADJ1016816464

[ ] Disclosure will jeopardize existing settlement negotiations.

[ ] Anticipated Litigation

[ ] Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9.

Number of cases to be discussed:

[ ] Initiating of litigation pursuant to subdivision (c) of Government Code section 54956.9.

Number of cases to be discussed:

[ ] CONFERENCE WITH COUNTY LABOR NEGOTIATOR

Name of Employee Organization:

Name of County Designated Representative:

Title(s) of unrepresented individuals with whom negotiations are being conducted:

[ ] PUBLIC EMPLOYEE EMPLOYMENT TITLE OR POSITION TO BE FILLED:
(Government Code Section 54957 (b) (1))

[ ] PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Position of employee under review: (Government Code Section 54954.5)

[ ] PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE (Government Code Section 54954.5)

[ ] CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Description of real property:
Agency negotiator:
Closed session will concern: ( ) price; ( ) terms of lease/purchase.

[ ] THREAT TO PUBLIC SERVICE FACILITIES
Name of the law enforcement agency involved:
Title of officer of a law enforcement agency:

[ ] LICENSE/PERMIT DETERMINATION
License or Permit applied for:
Number of license or permit applicants:
Name of applicant(s):

BACKGROUND AND HISTORY OF BOARD ACTIONS

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION

FINANCIAL IMPACT

ATTACHMENTS

None